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NEW DELHI, SATURDAY, FEBRUARY 24, 2001/PHALGUNA 5, 1922

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—अध-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय की छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

कार्मिक लोक-शिकायत तथा पेंशन मंत्रालय

(कार्मिक, और प्रशिक्षण विभाग)

नई दिल्ली, 7 फरवरी, 2001

का.आ. 357.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए तथा बिहार राज्य सरकार के परामर्श से बिहार राज्य सरकार के गृह (पुलिस) विभाग की दिनांक 4-5-2000 की अधिसूचना संख्या 3/बि.वि. 6031/99 एच (पी) 1713 द्वारा प्राप्त भारतीय दंड संहिता की धारा 399/402/353/307/34 और भारतीय दंड संहिता 1860 की धारा 302/342/201 के साथ अधिसूचना अधिनियम, 1959 (अधिनियम 54, 1959) के अधीन बिहारीगंज (मधेपुरा) घाते की एफआईआर सं. 244/98 का मामला तथा बिहार (पुरनिया) बरहारा पुलिस स्टेशन के दिनांक 12-12-98 की एफआईआर सं. 130/98 के मामले के संबंध में उपयुक्त अपराध से

संबंधित प्रथमा संसक्त प्रयत्न, बुज्जरेण और पड़यंत तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण बिहार राज्य पर करती है।

[संख्या 228/55/99-एवीडी-II]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSION

(Department of Personnel and Training)

New Delhi, the 7th February, 2001

S.O. 357.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act. No. 25 of 1946) the Central Government with the consent of the State Government of Bihar vide Government of Bihar Home (Police) Department notifica-

tion number 3/Vividh-6031/99H(P) 4713 dated 4th May, 2000 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Bihar for investigation of offences punishable u/secs. 399/402/353/307/34 of Indian Penal Code, and Section 302/342/201 of Indian Penal Code, 1860 alongwith Arms Act 1959 (Act No. 54 of 1959) and attempts abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same facts with regard to the case FIR No. 130/98 dated 12-12-98 of Police Station Barhara (Furnia), Bihar and case FIR No. 244/98 of P. S. Bihariganj (Medhepura), Bihar.

[No. 228/55/99-AVD.II]
HARI SINGH, Under Secy.

नई दिल्ली, 7 फरवरी, 2001

का. आ. 358.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार सचिवालय की अधिसूचना सं. एचडी 232 पी.सी.आर. 2000 कर्नाटक सरकार सचिवालय विधान सौध, बंगलूर दिनांक 14-12-2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से अज्ञात व्यक्तियों के विरुद्ध तीन प्राचीन मूर्तियों की चोरी के लिए पुलिस स्टेशन ऐन्नोर, चेन्नई में दर्ज एकमाईआर सं. 123/91 के संबंध में भारतीय दंड संहिता की धारा 380 के अधीन अपराधों तथा उपयुक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्न, ढुंढरेण और पड़यंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/66/2000-एवीडी-II]
हरि सिंह, अवर सचिव

New Delhi, the 7th February, 2001

S.O. 358.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD 232 PCR 2000 Karnataka Government Secretariat, Vidhan Soudha, Bangalore dated 14th December, 2000 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment within the whole State of Karnataka for investigation of offences under section 380 IPC and attempt, abetment and conspiracy in relation to or in connection with one or more offences mentioned above and any other offence or offences committed in the course of same transaction or arising out of the same facts, in respect of theft of three antique idols registered vide FIR No. 123/91 with Police Station, Ennore, Chennai against unknown persons.

[No. 228/66/2000-AVD. II]
HARI SINGH, Under Secy.

नई दिल्ली, 8 फरवरी, 2001

का.आ. 359.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 116 पी.सी.आर. 2000 दिनांक 9-5-2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से (1) श्री पी.एस. पलानीस्वामी, पूर्व निदेशक डीडीके, बंगलूर (2) श्री अप्पाराव बी पूर्व निदेशक डीडीके, बंगलूर (3) श्री एस. भास्कर, कार्यकारी निर्माता, डीडीके, बंगलूर (4) श्री महेश जोशी, पूर्व कार्यकारी निर्माता डीडीके, बंगलूर (5) श्री बी. एन. चंद्र कुमार सहायक स्टेशन निदेशक डीडीके, बंगलूर (6) मैसर्स क्रिएटिव एडवेंसिस, जे. पी. नगर, तृतीय फेस बंगलूर (गैर-सरकारी व्यक्ति) (7) मैसर्स क्यूकाम एंटरटेनमेंट प्रा. लि. 38, कारपागम्बाल नगर, मायला-पोर, चेन्नई (गैर-सरकारी फर्म) के विरुद्ध भारतीय दंड संहिता की धारा 120-बी के साथ पठित भारतीय दंड संहिता की धारा 420 और भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13 (2) के साथ पठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों तथा उपयुक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों ढुंढरेणों और पड़यंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/07/2001-एवीडी-II]

हरि सिंह, अवर सचिव

New Delhi, the 8th February, 2001

S.O. 359.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/116/PCR/2000 dated 9-5-2000, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under section 120B IPC read with 420 of IPC and section 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988 and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against (1) Sri. P. S. Palaniswamy, formerly Director, DDK, Bangalore (2) Sri Apparao v. formerly Director, DDK, Bangalore (3) Sri. S. Bhaskar, Executive Producer, DDK, Bangalore (4) Sri Mahesh Joshi formerly Executive Producer, DDK, Bangalore (5) Sr B. N. Chandra Kumar, Asstt Station Director DDK, Bangalore (6) M/s. Creative Advances, J. P. Nagar, 3rd Phase,

Bangalore (Private person) (7) M/s. Cuecom Entertainment Pvt Ltd., 38 Karpagambal Nagar, Mylapore Chennai (Private firm).

[No. 228/07/2001-AVD.II]
HARI SINGH, Under Secy.

नई दिल्ली, 8 फरवरी, 2001

का.ग्रा. 360.—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. 176 पीसीआर 2000 दिनांक 19-7-2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से श्री जी.एस. गुप्ता उपमहाप्रबंधक एच.एल. बंगलूर के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13 (2) के साथ पठित धारा 13 (1) (ई) के अधीन दंडनीय अपराधों तथा उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/8/2001-ए.वी.डी. II]

हरि सिंह, अवर सचिव

New Delhi, the 8th February, 2001

S.O. 360.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. 176/PCR/2000, dated 19-7-2000, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against Sri G. S. Gupta, Deputy General Manager, IAL, Bangalore, punishable Under Section 13(2) read with 13(1)(e) of Prevention of Corruption Act, 1988 and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/8/2001-AVD.II]
HARI SINGH, Under Secy.

नई दिल्ली, 8 फरवरी, 2001

का.ग्रा. 361.—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार सचिवालय विधान सौध बंगलूर की अधिसूचना सं. एचबी 180/पीसीआर/2000 दिनांक 28-7-2000

द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से श्री के. किशोर कुमार सहायक निदेशक (गुणवत्ता प्रश्रव सन पूति और निपटान महानिदेशालय, केन्द्रीय सदन, कोरामंगला, बंगलूर के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 7 और 13 (2) संपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा पूर्वकृत तथ्यों से संबंधित उन्हीं तथ्यों से उद्भूत अपराध/अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना (के.अ.यू.ए.) के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/9/2001-ए.वी.डी. II]

हरि सिंह, अवर सचिव

New Delhi, the 8th February, 2001

S.O. 361.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Karnataka Government Secretariat, Vidhana Soudha, Bangalore Notification No. HD/180/PCR/2000, dated 28-07-2000 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment (CBI) to the whole of the State of Karnataka for investigation of offences punishable under section 7 and 13(2), read with 13(1)(d) of the Prevention of Corruption Act, 1988 registered against Sri. K. Kishore Kumar, Assistant Director (Quality Assurance), Directorate General of Supplies and Disposals, Kendriya Sadan, Koramagala Bangalore and attempts, abetments and conspiracies in relation to or in connection with the offence/offences committed in the course of the same transaction or arising out of the same facts in relation to the aforesaid facts.

[No. 228/9/2001-AVD.II]
HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 5 फरवरी, 2001

का.ग्रा. 362.—उपसंचालन की जाहरी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा नीचे पैरा (3) में उल्लिखित उद्यम की आयकर निरनावली, 1962 के नियम 2(ड.) के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के प्रयोजनार्थ कर-निवारण वर्ष 2001-2002, 2002-2003 और 2003-2004 के लिए अनुमोदित किया गया है।

1. उक्त अनुमोदन इस शर्त पर दिया गया है कि :

(i) उद्यम आयकर निरनावली, 1962 के नियम 23 के साथ पठित आयकर अधिनियम, 1961 की धारा

10(23G) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा ;

(ii) केन्द्र सरकार इस अनुमोदन को वापस ले लेगी यदि उद्यम,

(क) मूलभूत सुविधा को जारी रखना बंद कर देता अथवा

(ख) खाता बहियों का रख-रखाव करने में और आयकर नियमावली, 1962 के नियम 23 के उपनियम (7) द्वारा यथावश्यक किसी लेखाकार द्वारा ऐसी बहियों की लेखा परीक्षा कराने में असफल हो जाता है; अथवा

(ग) आयकर नियमावली, 1962 के नियम 23 के उपनियम (7) द्वारा यथावश्यक लेखा-परीक्षा रिपोर्ट को प्रस्तुत करने में असफल हो जाता है।

3. अनुमोदित उद्यम है सहायक महानिदेशक (एलआर-1 दूरसंचार विभाग के जरिये कार्यरत भारत के राष्ट्रपति और मैसर्स सुखकर्ताफिनट्रेड (प्रा.) लि. के मध्य दिनांक 9-11-98 के लाइसेंस करार सं. 820-43/98 एलआर के अंतर्गत मैसर्स मेक्रोनेट प्रा. लि. (अब मैसर्स रिलायन्स इन्फोकॉम लि. के रूप में परिवर्तित किया गया) कूनरी मंजिल श्री राम मिल परिसर गणपतराव कदम मार्ग, वरली, मुम्बई 400013 द्वारा भारत में इन्टरनेट सेवा का प्रवाधान।

[अधिसूचना सं. 25/2001/फा. सं. 205/77/2000-आईटीए-II]
कमलेश सी. वाण्णेश अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 5th February, 2001

S.O. 362.—It is notified for general information that the enterprise, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2001-2002, 2002-2003 and 2003-2004.

2. The approval is subject to the condition that—

(i) the enterprise will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise :—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise approved is—Provision of Internet Service in India by M/s. Macronet Private Limited, (since changed to M/s. Reliance Infocom Limited) 2nd Floor, Shree Ram Mill Premises, Ganpatrao Kadam Marg, Worli, Mumbai-400013, under the license agreement No. 820-43/98-LR dated 9-11-98 between President of India, acting through Assistant Director General (LR-I), Department of Telecommunication and M/s. Sukharta Fintrade (P) Ltd.

[Notification No. 25/2001/F. No. 205/77/2000-ITA-II]

KAMLESH C. VARSHNEY, Under Secy.

नई दिल्ली, 7 फरवरी, 2001

आयकर

का.आ. 363.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार, आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ अधोलिखित संगठन को उसके नाम के सामने उल्लिखित अधि के लिए "संस्था श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

(i) अधिसूचित संस्था अनुसंधान गतिविधियों के लिए अलग लेखा बही रखेगी ;

(ii) अधिसूचित संस्था हरेक वित्त वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गति विधियों की वार्षिक रिपोर्ट प्रतिवर्ष 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग, प्रौद्योगिकी भवन न्यू, महरोली नई दिल्ली-110016 को प्रस्तुत करेगी,

(iii) अधिसूचित संस्था केन्द्र सरकार की तरफ से नामित कर निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अलावा अपने लेखा परीक्षित वार्षिक लेखे की एक प्रति तथा अपनी अनुसंधान गतिविधियों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय और व्यय खाते की लेखा परीक्षा की एक प्रति प्रतिवर्ष 31 अक्टूबर को अथवा उससे पहले संगठन पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडलटन रां, 5 वां तल, कोलकता 700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग (ग)

आयकर आयुक्त/ आयकर निदेशक (छूट) को प्रस्तुत करेगा।

in addition to the return of income tax to the designated assessing officer.

क्रम. सं. अनुमोदित संगठन का नाम अवधि जिसके लिए अधिसूचना प्रभावी है

S. No. Name of the organisation Period for which approved Notification is effective

1. नाट्य शोध संस्थान 1-4-2000 से 31-3-2003
ई-ई-8, फेज-II, बिधान नगर, तंक
निकट टैंक न. 10,
कलकत्ता-700064
[फा. सं. 203/61/2000-आयकर नि. I]

1. Natya Shodh 1-4-2000 to 31-3-2003
Sansthan
EE-8, Phase-II, Bidhan Nagar,
Near Tank No. 10,
Calcutta-700 064
(F. No. 203/61/2000-ITA-II)

टिप्पणी :—अधिसूचित संस्था को यह सलाह दी जाती है कि वे अनुमोदन को बढ़ाए जाने हेतु पहले से ही तीन प्रतियों में अपने क्षेत्राधिकार में आने वाले आय का आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन को बढ़ाने के लिए आवेदन पत्र को तीन प्रतियां सचिव वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग को भी सीधे भेजी जाएगी।

Notes.—The notified Institution is advised to apply in triplicates and well in advance for further extension of the approval, to the Central Government through the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction. Three copies of the application for extension of approval shall be sent directly to the Secretary, Department of Scientific and Industrial Research.

[अधिसूचना सं. 36/2001/फा. सं. 203/61/2000/आयकर नि. II]

[Notification No. 36/2001/F. No. 203/61-2000-ITA. II]

कमलेश सी. वार्शनी, अवर सचिव।

KAMLESH C. VARSHNEY, Under Secy.

New Delhi, the 7th February, 2001

नई दिल्ली, 12 फरवरी, 2001

INCOME TAX

S.O. 363.—It is hereby notified for general information that the organisation mentioned below has been approved by the Central Government for the period mentioned against its name, for the purpose of clause (iii) of sub-section (1) of section 35 of the Income tax Act, 1961, read with Rule 6 of the Income tax Rules, 1962, under the category "Institution" subject to the following conditions:—

का.प्रा. 364.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा नीचे पैरा (3) में उल्लिखित उद्यम को आयकर नियमावली, 1962 के नियम 2(ड.) के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003, 2003-2004 और 2004-2005 के लिए अनुमोदित किया गया है।

(i) The notified Institution shall maintain separate books of accounts for its research activities;

1. उक्त अनुमोदित इस शर्त पर दिया गया है कि :—

(ii) The notified Institution shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research "Technology Bhawan", New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year.

(i) उद्यम औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड. के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा;

(ii) केन्द्र सरकार इस अनुमोदन को वापस ले लेगी यदि उद्यम औद्योगिक उपक्रम :—

(iii) The notified Institution shall submit, on behalf of the Central Government, to (a) the Director General of Income tax (Exemptions), 10 Middleton Row, 5th Floor, Calcutta-700071, (b) the Secretary, Department of Scientific & Industrial Research, and (c) the Commissioner of Income-tax/Director of Income tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of section 35 of Income-tax Act, 1961.

(क) मूलभूत सुविधा को जारी रखना बंद कर देता है, अथवा

(ख) खाता बहियों का रख-रखाव करने में और आयकर नियमावली, 1962 के नियम 2ड. के उपनियम (7) द्वारा दयापेक्षित किसी लेखाकार द्वारा ऐसी बहियों की लेखा परीक्षा करने में असफल हो जाता है; अथवा

(ग) आयकर नियमावली, 1962 के नियम 2ड. के उपनियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट को प्रस्तुत करने में असफल हो जाता है।

3. अनुमोदन प्राप्त उद्यम है — अपर कृष्णा सिवार्ड परियोजना के निष्पादन के लिए मैसर्स कृष्ण भाग्य जल निगम लि., पी डब्ल्यू डी आफिसस एनेक्सर, तृतीय तल, के अपर सर्कल बंगलूर 560001 की अपर कृष्णा परियोजना।

[अधिसूचना सं. 37/2001/फा. सं. 205/67/98/आयकर नि. II, खंड II]

कमलेश सी. वार्ष्णेय, अपर सचिव

New Delhi, the 12th February, 2001

S.O. 364.—It is notified for general information that enterprise, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—

(a) ceases to carry on infrastructure facility ; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962 ; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise approved is—Upper Krishna Project of M/s. Krishna Bhagya Jala Nigam Ltd., PWD Offices Annexure, 3rd Floor, K. R. Circle, Bangalore-560001 for executing Upper Krishna Irrigation Project.

[Notification No. 37/2001/F. No. 205/67/98-ITA-II, Vol. II]

KAMLESH C. VARSHNEY, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 9 फरवरी, 2001

का. भा. 365.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खंड (ख) के साथ पठित उसकी उप-धारा (2) और धारा 8 की उपधारा (1) के खंड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय रिजर्व बैंक के परामर्श से एतद्द्वारा, श्री एम बी एस चलापति राव, वर्तमान कार्यपालक निदेशक,

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) को उनके कार्यभार ग्रहण करने की तारीख से और 31-12-2002 तक की अवधि के लिए राष्ट्रीय कृषि और ग्रामीण विकास बैंक में प्रबन्ध निदेशक के रूप में नियुक्त करता है।

[फा. सं. 7/11/2000-बी. ओ. -I]

रमेश चन्द, अपर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 9th February, 2001

S.O. 365.—In exercise of the powers conferred by clause (g) of sub-section (1) of Section 6 read with sub-section (2) thereof and clause (a) of sub-section (1) of section 8 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with Reserve Bank of India, hereby appoints Shri M.V.S. Chalapathi Rao, presently Executive Director, National Bank for Agriculture and Rural Development (NABARD) as the Managing Director, National Bank for Agriculture and Rural Development for the period from the date of his taking charge and upto 31st December, 2002.

[F. No. 7/11/2000-B.O.-I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 12 फरवरी, 2001

का. भा. 366.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री वाई राधाकृष्णन, उप प्रबन्धक निदेशक, भारतीय स्टेट बैंक को, उनके द्वारा कार्यभार ग्रहण करने की तारीख से 30 जून, 2002 तक की अवधि के लिए भारतीय स्टेट बैंक के प्रबन्ध निदेशक के रूप में नियुक्त करता है।

[फा. सं. 8/6/2000-बी. ओ. -I]

रमेश चन्द, अपर सचिव

New Delhi, the 12th February, 2001

S.O. 366.—In exercise of the powers conferred by clause (b) of section 19 and sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Y Radhakrishnan, Deputy Managing Director, State Bank of India as Managing Director, State Bank of India for the period from the date of his taking charge and upto 30th June, 2002.

[F. No. 7/11/2000-B.O.-I]

RAMESH CHAND, Under Secy

नई दिल्ली, 12 फरवरी, 2001

का.आ. 367.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबंध 31 दिसम्बर, 2002 तक की अवधि के लिए यूनाइटेड बैंक ऑफ इंडिया, कलकत्ता पर मैसर्स बंगाल हेल्थ एवं केमिकल वर्क्स लि. में इसकी शेयर धारित के संबंध में गिरवीदार के रूप में लागू नहीं होंगे।

[फा. सं. 15/6/99-बी.ओ.ए.]

डी. चौधरी, अव्वर सचिव

New Delhi, the 12th February, 2001

S.O. 367.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of Section 19 of the said Act shall not apply to United Bank of India, Calcutta for a period upto 31st December 2002 in respect of its holding shares of M/s. Bengal Health and Chemical Works Ltd. as pledgee.

[F. No. 15/6/99-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 12 फरवरी, 2001

का. आ. 368.—बैंककारी विनियमन अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध 4 नवम्बर, 2001 तक की अवधि के लिए उस सीमा तक फेडरल बैंक लि. पर लागू नहीं होंगे जहां तक इसका सम्बन्ध उसके द्वारा अर्जित चितारा ग्राम, कोट्टाकारा तालुक, कोल्लम जिला में 1 एकड़ और 90.5 सेन्ट्स की भूसम्पत्ति से है।

[फा. सं. 15/8/99-बी.ओ.ए.]

डी. चौधरी, अव्वर सचिव

New Delhi, the 12th February, 2001

S.O. 368.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India hereby declares that the provisions of Section 9 of the said Act shall not apply to the Federal Bank Ltd. for a period upto 4 November, 2001 in respect of landed property of 1 acre and 90.5 cents in Chitara Village, Kottarakkara Taluk, Kollam District, acquired by it.

[F. No. 15/8/99-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 12 फरवरी, 2001

का.आ. 369.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा निम्नलिखित सारणी के कालम (2) में उल्लिखित उन अधिकारियों को नियुक्त करती है जो सरकार के राजपत्रित अधिकारियों के स्तर के समकक्ष अधिकारी होंगे और उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी (एस्टेट आफिसर) होंगे जो उक्त अधिनियम द्वारा प्रदत्त शक्तियों का प्रयोग करेंगे तथा उसके अधीन उक्त सारणी के कालम (3) में उल्लिखित सरकारी स्थानों के सम्बन्ध में सम्पदा अधिकारियों को सौंपे गए कर्तव्यों को पूरा करेंगे।

सारणी

क्रम सं.	अधिकारी का पद	सरकारी स्थानों की श्रेणियां और अधिकार क्षेत्र की सीमा
1	2	3
1.	सहायक महाप्रबन्धक, (सामान्य प्रशासन), यूको बैंक, 10, ब्राबोरने रोड, कोलकाता-700001	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया पश्चिम बंगाल राज्य में अवस्थित स्थान।
2.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, 5, संसद मार्ग, नई दिल्ली-110001	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया दिल्ली संघ राज्य क्षेत्र में अवस्थित स्थान।

1

2

3

3. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
यूको बैंक बिल्डिंग,
169, थम्बू चेट्टी स्ट्रीट,
चेन्नई-600001
यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया तमिलनाडु राज्य और पांडिचेरी संघ राज्य क्षेत्र में अवस्थित स्थान ।
4. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
मफतलाल सेंटर,
द्वितीय तल, नरीमन प्वाइंट,
मुम्बई-400021
यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया महाराष्ट्र राज्य और गोवा और दमन एवं दीव संघ राज्य क्षेत्र में दीव क्षेत्र में अवस्थित स्थान ।
5. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
"मौर्यलोक", "ए" ब्लॉक,
चौथा तल, डाक बंगला रोड,
पटना-800001
यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया बिहार राज्य में अवस्थित स्थान ।
6. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
यूको बैंक बिल्डिंग,
सी-2, अशोक नगर, यूनिट-II,
भुवनेश्वर-751009
यूको बैंक का अवस्थित : उसकी ओर से पट्टे पर लिया गया उड़ीसा राज्य में
7. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
मणिराम दीवान रोड,
सिलपूखूरी,
गुवाहाटी-781003
यूको बैंक के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया असम, मेघालय, त्रिपुरा, मणिपुर, नागालैण्ड, अरुणाचल प्रदेश और मिजोरम राज्यों में अवस्थित स्थान ।
8. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
यूको भवन, पीएचो नं. 4085,
सन्धास आश्रम के नजदीक,
आश्रम रोड,
अहमदाबाद-380009
यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया और गुजरात राज्य और दमन और दीव संघ राज्य क्षेत्र में दमन क्षेत्र में अवस्थित स्थान ।
9. क्षेत्रीय प्रबन्धक,
क्षेत्रीय कार्यालय,
यूको बैंक,
एस.सी.ओ. 55-57,
बैंक स्क्वायर, सैक्टर-17बी,
चंडीगढ़-160017
यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया पंजाब और हरियाणा तथा जम्मू और कश्मीर और चंडीगढ़ संघ राज्य क्षेत्र में अवस्थित स्थान ।

1	2	3
10.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, ए-30बी, शास्त्री नगर, जयपुर-302016	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया राजस्थान राज्य में अवस्थित स्थान ।
11.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, आकाशदीप बिल्डिंग, 23, विधान सभा मार्ग, लखनऊ-226001	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया उत्तर प्रदेश राज्य अवस्थित स्थान ।
12.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, ई/5, अरेरा कालोनी, भोपाल-462016	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया मध्य प्रदेश राज्य में अवस्थित स्थान ।
13.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, यूको बैंक बिल्डिंग, 13/22, कैम्पेगौडा रोड, बंगलूर-560009	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया कर्नाटक राज्य में अवस्थित स्थान ।
14.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, पोस्ट बाक्स नं. 59, हिमलैण्ड होटल, सरकूलर रोड, शिमला-171001	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया हिमाचल प्रदेश राज्य में अवस्थित स्थान ।
15.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, अनामुया कर्मशियल कॉम्प्लेक्स, 3-6-10, हिमायतनगर, हैदराबाद-500029	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया आन्ध्र प्रदेश राज्य में अवस्थित स्थान ।
16.	क्षेत्रीय प्रबन्धक, क्षेत्रीय कार्यालय, यूको बैंक, टीसी 25/2286(1), यूको बैंक बिल्डिंग, ओवर अज जंक्शन, तिरुवनंतपुरम-695001	यूको बैंक का अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिया गया केरल राज्य में अवस्थित स्थान ।

[सं. 13/1/2001—बी ओ ए]

डी. चौधरी, अवर सचिव

New Delhi, the 12th February, 2001

S. O. 369.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorised Occupants) Act 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in Column (2) of the Table below being Officer equivalent to the rank of a Gazetted Officer of Government, to be Estate Officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act in respect of the public premises specified in column (3) of the said Table

TABLE

Sl. No.	Designation of the Officer	Categorises of Public Premises and Local Limits of Jurisdiction
(1)	(2)	(3)
1.	Asstt. General Manager, (General Administration), UCO Bank, 10, Brabourne Road, KOLKATA—700 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of West Bengal.
2.	Regional Manager, Regional Office, UCO Bank, 5, Sansad Marg, NEW DELHI—110 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the Union Territory of Delhi.
3.	Regional Manager, Regional Office, UCO Bank, UCO Bank Building, 169, Thambu Chetty Street, CHENNAI—600 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Tamilnadu and in the Union Territory of Pondicherry.
4.	Regional Manager, Regional Office, UCO Bank, Mafatlal Centre (2nd Floor), Nariman Point, MUMBAI—400 021.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the States of Maharashtra & Goa and Diu area in the Union Territory of Daman & Diu.
5.	Regional Manager, Regional Office, UCO Bank, 'Mauryalok', 'A' Block 4th Floor, Dak Bungalow Road, PATNA—800 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Bihar.
6.	Regional Manager, Regional Office, UCO Bank, UCO Bank Building, C-2, Ashok Nagar, Unit-II, Bhubaneswar—751 009.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Orissa.
7.	Regional Manager, Regional Office, UCO Bank, Maniram Dewan Road, Silpukhuri, GUWAHATI—781 003.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Assam, Meghalaya, Tripura, Manipur, Nagaland, Arunachal Pradesh and Mizoram.
8.	Regional Manager, Regional Office, UCO Bank, UCO Bhawan, PB No. 4085, Near Sanyas Ashram, Ashram Road, AHMEDABAD—380 009.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Gujarat and Daman area in the Union Territory of Daman & Diu.
9.	Regional Manager, Regional Office, UCO Bank, S.C.O. 55—57, Bank Square, Sector 17-B, CHANDIGARH—160 017.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the States of Punjab & Haryana and Jammu & Kashmir and in the Union Territory of Chandigarh.

(1)	(2)	(3)
10.	Regional Manager, Regional Office, UCO Bank, A-30B, Shastri Nagar, JAIPUR—302 016.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Rajasthan.
11.	Regional Manager, Regional Office, UCO Bank, Akashdeep Building, 23, Vidhan Sabha Marg, LUCKNOW—226 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Uttar Pradesh.
12.	Regional Manager, Regional Office, UCO Bank, E/5, Arcra Colony, BHOPAL—462 016.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Madhya Pradesh.
13.	Regional Manager, Regional Office, UCO Bank, UCO Bank Building, 13/22, Kempegowda Road, BANGALORE—560 009.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Karnataka.
14.	Regional Manager, Regional Office, UCO Bank, P.B. No. 59, Himland Hotel, Circular Road, SHIMLA—171 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Himachal Pradesh.
15.	Regional Manager, Regional Office, UCO Bank, Anasuya Commercial Complex, 3-6-10, Himayatnagar, HYDERABAD—500 029.	Premises belonging to or taken on behalf of the UCO Bank and situated in the State of Andhra Pradesh.
16.	Regional Manager, Regional Office, UCO Bank, TC 25/2286 (1), UCO Bank Building, Over Bridge Junction, THIRUVANATHAPURAM—695 001	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of Kerala.

[F. No. 13/1/2001-BOA]
D. CHOUDHURY, Under Secy.

नई दिल्ली, 14 फरवरी, 2001

New Delhi, the 14th February, 2001

का. आ. 370.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित बैंककारी विनियमन अधिनियम, 1949 (जैसा कि सहकारी संस्थाओं पर लागू है) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि बैंककारी विनियमन अधिनियम, 1949 (जैसा कि सहकारी संस्थाओं पर लागू है) की धारा 11 की उप-धारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2003 तक सुविधा महिला नागरिक सहकारी बैंक लि., होशंगाबाद पर लागू नहीं होंगे।

S.O. 370.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (AACS) read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on recommendation of the Reserve Bank of India, hereby declares that the provisions of Sub-section (1) of Section 11 of the Banking Regulation Act, 1949 (AACS) shall not apply to the Suvidha Mahila Nagrik Sabakari Bank Ltd., Hoshangabad for the period from the date of publication of this notification in the Gazette of India to 31 March, 2003.

[फा. सं. 1(3)/2001-ए. सी.]

एल. सी. टूरा, अवर सचिव

[F. No. 1(3)/2001-AC]

L. C. TOORA, Under Secy.

विदेश मंत्रालय
(वाणिज्यिक विभाग)

नई दिल्ली, 8 जनवरी, 2001

का.आ. 371:— राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वाँ) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास इस्तंजबुल में सहायक श्री एस. थॉमस को 08-01-2001 से सहायक कौंसली का कार्य करने के लिए प्राधिकृत करती है।

[सं.टी-4330/1/2000]

वाई.सी. नारंग, उप सचिव (कौंसुलर-II)

MINISTRY OF EXTERNAL AFFAIRS

(Consular Section)

New Delhi, the 8th January, 2001

S.O. 371.—In pursuance of the Clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri S. Thomas, Assistant in the Consulate General of India, Istanbul to

perform the duties of Assistant Consular Officer with effect from 8-1-2001.

[No. T-4330/1/2000]

Y. C. NARANG, Dy. Secy. (Cons-II)

नई दिल्ली, 8 जनवरी, 2001

का.आ. 372:— राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वाँ) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास जंजीबार में सहायक श्री राजबीर सिंह को 08-01-2001 से सहायक कौंसली का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी.-4330/1/2000]

वाई. सी. नारंग, उप सचिव (कौंसुलर-II)

New Delhi, the 8th January, 2001

S.O. 372.—In pursuance of the Clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Rajbir Singh, Assistant in the Consulate General of India, Zanzibar to perform the duties of Assistant Consular Officer with effect from 8-1-2001.

[No. T-4330/1/2000]

Y. C. NARANG, Dy. Secy. (Cons-II)

कोयला मंत्रालय

शुद्धि पत्र

नई दिल्ली, 12 फरवरी, 2001

का.आ. 373:—भारत के राजपत्र तारीख 1 जुलाई 2000 के भाग II, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 4377 एवं 4378 पर प्रकाशित भारत सरकार कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1430 तारीख 19 जून, 2000 में

पृष्ठ क्रमांक 4377

प्रथम अनुच्छेद के द्वितीय पंक्ति में "भारत सरकार" के बाद तथा "कोयला" के पहले "को" के स्थान पर "के" पढ़े।

अनुसूची में क्र. संख्या "1" के आगे "ग्राम" कालम में "निगाही" के स्थान पर "निगाही" पढ़े।

ग्राम "निगाही" में अर्जित प्लॉट संख्यांक शीर्षक में "निगाही" के स्थान पर "निगाही" पढ़े।

दूसरी पंक्ति में "95/165 भाग" के बाद एवं "96 भाग" के पहले "95/167 भाग" जोड़ कर पढ़े।

ग्राम मेंढौली में अर्जित प्लॉट संख्यांक

द्वितीय पंक्ति में "140 भाग" के बाद और "149 भाग" के पहले "140 भाग" विलुप्त कर पढ़े।

पृष्ठ क्रमांक 4378

ग्राम मुहेर में अर्जित प्लॉट संख्यांक

प्रथम पंक्ति में "649" के बाद "680" के स्थान पर "650" पढ़े।

सीमा वर्णन

ग-घ रेखा "ग-घ" में "से" के बाद और "होती" के पहले "आ भ" के स्थान पर "आरम्भ" पढ़े।

घ-ङ रेखा "घ-ङ" के स्थान पर रेखा "घ-ङ" पढ़े। द्वितीय पंक्ति में "बिन्दु" के पश्चात् और "पर" के पहले "ङ" के स्थान पर "ङ" पढ़े।

ङ-च रेखा "ङ-च" के स्थान पर "ङ च" पढ़ें तथा प्रथम पंक्ति में "बिन्दु" के पश्चात् तथा "से" के पहले "ङ" के स्थान पर "ङ" पढ़ें।

झ-अ रेखा "झ अ" के प्रथम पंक्ति में "ग्राम" के पश्चात् और "के" के पहले "निगाही" के स्थान पर "निगही" पढ़ें। द्वितीय पंक्ति में "8/158" के पश्चात् एवं "110/177" के पहले "110/173" जोड़ कर पढ़ें। तृतीय पंक्ति में "पर" के पहले "ले" के स्थान पर "अ" पढ़ें।

अ-ट रेखा "अ-ट" के प्रथम पंक्ति में "बिन्दु" के पश्चात् एवं "से" के पहले "ले" के स्थान पर "ले" पढ़ें। "ग्राम" के पश्चात् एवं "के" के पहले "निगाही" के स्थान पर "निकही" पढ़ें तथा "95/167/95" के स्थान पर "95/167, 95" पढ़ें।

ः-ठ रेखा "ः ठ" के प्रथम पंक्ति में "बिन्दु" के पश्चात् और "से" के पहले "अ" के स्थान पर "ट" पढ़ें तथा "ग्राम" के पश्चात् और "के" के पहले "निगाही" के स्थान पर "निगही" पढ़ें।

।-क रेखा "।-क" के प्रथम पंक्ति में "ग्राम" के पश्चात् और "के" के पहले "निगाही" के स्थान पर "निगही" पढ़ें। तृतीय पंक्ति में "642" के बाद तथा "639" के पहले "और" जोड़ कर पढ़ें।

[सं. 43015/7/96-एल. डब्ल्यू. / पी. आर. आई. डब्ल्यू.]

संजय बहादुर, उप सचिव

MINISTRY OF COAL

CORRIGENDA

New Delhi, the 12th February, 2001

S.O. 373.—In the notification of Government of India in the Ministry of Coal number S.O. 1430 dated the 19th June, 2000 published at page 4379 and 4380 of the Gazette of India, Part-II, Section-3, Sub-Section (ii) dated the 1st July, 2000,—

(1) at page 4379—

(i) in the first para, in the second line, read "September" for "Septenber";

(ii) in the second para, in first line, read "report" for "repor";

(iii) in the fourth para, in the third line read "schedule" for "schedule";

(iv) in the fifth para, in the third line read "of" for "or" and read "(Revenue Section)" for "(Revenue Sector)";

(v) in the heading Plot numbers acquired in village Nigahi, read "acquired" for "adquired";

(vi) Under the heading Plot number acquired in village Nigahi. In the first line after plot "9(p)" and before "69(p)" read "10(P)".

(2) At page 4380—

Under the heading Boundary description:—

(i) against sub heading B-C, in the second line after "un numbered" and before "R-F" read "plot";

(ii) against sub heading J-K, in the second line after "73" and before "and" for "79" read "70";

(iii) against sub heading L-A,—

(a) in the second line after "1888" and before "1890" read "1889";

(b) in the third line after "685" and before "653" read "706" for "705".

[No. 43015/7/96-LW/PRIW]

SANJAY BAHADUR, Dy. Secy.

शुद्धि पत्र

नई दिल्ली, 12 फरवरी, 2001

का.आ. 374.— भारत के राजपत्र तारीख 2 सितम्बर, 2000 के भाग II, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 5702 एवं 5703 पर प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1938 तारीख 17 अगस्त 2000 में।

पृष्ठ क्रमांक 5702

तृतीय अनुच्छेद के प्रथम पंक्ति में 'मध्य प्रदेश' के स्थान पर 'मध्य प्रदेश' पढ़ें।

पंचम अनुच्छेद के तृतीय पंक्ति में 'पे' के स्थान पर 'में' पढ़ें।

पृष्ठ क्रमांक 5703

अनुसूची में 'मध्य प्रदेश' के स्थान पर 'मध्य प्रदेश' पढ़ें।

[सं. 43015/12/96/एल. डब्ल्यू. / पी. आर. आई. डब्ल्यू.]

संजय बहादुर, उप सचिव

CORRIGENDA

New Delhi, the 12th February, 2001

S.O. 374.—In the notification of Government of India in the Ministry of Coal number S.O. 1938 dated the 17th August, 2000 published at page 5704 of the Gazette of India, Part-II, Section-3, sub-section (ii), dated the 2nd September, 2000, at page 5704,—

at page 5704,—

(a) in the left portion, in line II, for "in' ection" read "intention";

(b) in the right portion, in line 2, of the words "report after", read "report and after";

(c) in the right portion, in line 16, for the words "in Office" read "in the office".

[No. 43015/12/96-LW/PRIW]

SANJAY BAHADUR, Dy. Secy.

गई दिल्ली, 12 फरवरी, 2001

का.आ. 375.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1465 तारीख 17 मई, 1999 के द्वारा जो भारत के राजपूत भाग, 2, खंड 3, उपखंड (ii) तारीख 29 मई, 1999 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में निदिष्ट परिक्षेत्र की भूमि में, जिसकी माप 82-169 हेक्टर (लगभग) या 203.04 एकड़ (लगभग) थी, खनिजों के खनन, खदान बेधन खुदाई और तलाश के लिए, प्राप्ति उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में अपनी रिपोर्ट दे दी है.

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने और मध्य प्रदेश सरकार से परामर्श करने के पश्चात यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 82.169 हेक्टर (लगभग) या 203.04 (लगभग) माप की भूमि में खनिजों के खनन, खदान बेधन उनकी खुदाई तलाश प्राप्ति उस पर कार्य करने उन्हें ले जाने के अधिकार अर्जित किए जाने चाहिए ,

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 82-169 हेक्टर (लगभग) या 203.04 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बेधन उनकी खुदाई, तलाश, प्राप्ति उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एस. ई. सी. एल. /वीएसपी/जीएम (पीएलजी) लैंड 228 तारीख 26 जुलाई, 1999 का निरीक्षण कन्क्टर कोरबा (मध्य प्रदेश) के कार्यालय या कोयला नियंत्रक 1, काउंसिल हाउस स्टील कलकत्ता के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. राजस्व अनुभाग), सीपत मार्ग, बिसासपुर 495006 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

अनुसूची

बांकी सुरकाछार दूरस्थ दक्षिणी विस्तार ब्लाक

कोरबा कोलफील्ड्स

जिला कोरबा (मध्य प्रदेश)

खनन अधिकार

क्रम संख्यांक	ग्राम का नाम	पटवारी हल्का संख्यांक	जिला तहसील	क्षेत्रफल हेक्टर में	टिप्पणियां
1.	भैरोत	50	कटघोरा कोरबा	5.285 भाग	
2.	गैबरा	54	कटघोरा कोरबा	76.884 भाग	

कुल 82.169 हेक्टर (लगभग)

या

203.04 एकड़ (लगभग)

1. ग्राम भैरोताल (भाग) में अर्जित किए गए प्लॉट संख्यांक

236 (भाग), 702 (भाग) 791 (भाग), 793 (भाग) 794 795 (भाग), 796 (भाग)।

2. ग्राम गैबरा (भाग) में अर्जित किए गए प्लॉट संख्यांक

1 से 27, 28/1, 28/2, 29/1, I 2923 30/1, 30/2, 30/3, 30/4, 31, 32, 33/1 33/2 33, 3, 34 से 70, 72 से 78, 107 से 109, 120 (भाग) 121, 133/2, 133/1 (भाग) 133/2, 133/3 960 (भाग) 961 से 976, 977 (भाग) 978 (भाग) 979, 980 (भाग) 981 से 990 992, से 994, 995 (भाग) 997, 998 (भाग) 1005 (भाग) 1006 (भाग) 1007/2, (भाग) 13 (भाग) 1015 (भाग)।

सीमा वर्णन

क—ख रेखा ग्राम गैबरा और कुचेना की सम्मिलित सीमा पर बिन्दु “क” से आरंभ होती है और ग्राम गैबरा कुचेना भैरोताल-कुचेना की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु “ख” पर मिलती है।

- ख-ग रेखा प्लॉट सं. 793, 236, 793, 791, 702, 795, 796 से होते हुए ग्राम भैरोताल में जाती है इसके पश्चात ग्राम गैवरा में प्रवेश करती है और प्लॉट सं. 1007/2 की पूर्वी सीमा के साथ-साथ जाती है इसके पश्चात प्लॉट सं. 998, 1006, 1005 से होते हुए प्लॉट सं. 1007/2, 997, 995 की पूर्वी सीमा के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।
- ग-घ रेखा प्लॉट सं. 995 से होते हुए ग्राम गैवरा में जाती है इसके पश्चात प्लॉट सं. 995, 994, 992, 981 की दक्षिणी सीमा प्लॉट सं. 980, 978, 977, 960, 1015, 1013, 960, 133/1 से होते हुए जाती है, इसके पश्चात प्लॉट सं. 37, 123 की दक्षिणी सीमा के साथ-साथ प्लॉट सं. 120 से होते हुए जाती है फिर प्लॉट सं. 109, 107, 108, 76, 77, 78, 74, 73, 72, 69, 70 की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "घ" पर मिलती है।
- घ-क रेखा भागत : ग्राम गैवरा और मन गोव की सम्मिलित सीमा के साथ साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/13/98-पी आर आई डब्ल्यू]

संजय बहादुर, उप सचिव

New Delhi, the 12th February, 2001

S.O.375.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1465 dated 17th May, 1999, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), and published in Part-II, Section 3, Sub-section (ii) of the Gazette of India, dated the 29th May, 1999, the Central Government gave notice of its intention to acquire the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 82, 169 hectares (approximately) or 203.04 acres (approximately) in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government.

And whereas the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 82.169 hectares (approximately) or 203.04 acres (approximately) described in the Schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 82.169 hectares (approximately) or 203.04 acres (approximately) described in the Schedule appended hereto are hereby acquired.

The Plan bearing No. SECL/BSP/GM(PLG)/Land/228, dated the 26th July, 1999 of the area covered by this notification may be inspected in the Office of the Collector, Korba (Chhattisgarh) or in the Office of the Coal Controller, 1, Council House Street, Kolkata or in the Office of the South Eastern Coalfields Limited (Revenue Section) Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Banki-Surakachhar Far South Extension Block

Korba Coalfields

District-Korba (Chhattisgarh)

Mining rights

Serial number	Name of Village	Patwari Halka number	Tahsil	District	Area in Hectares	Remarks
1	Bhairotal	50	Katghora	Korba	5.285	Part
2	Geora	54	Katghora	Korba	76.884	Part

TOTAL : 82.169 hectares (approximately) OR 203.04 acres (approximately)

- Plot numbers acquired in Village Bhairotal (Part)
236 (Part), 702 (Part), 791(Part)793 (Part), 794 (Part), 795 (Part). 796(Part)

2. Plot numbers acquired in village Geora (Part).

1 to 27, 28/1, 28/2, 29/1, 29/2, 29/3, 30/1, 30/2, 30/3, 30/4, 31, 32, 33/1, 33/2, 33/3, 34 to 70, 72 to 78, 107 to 109, 120 (Part), 121 to 123, 133/1 (Part), 133/2, 133/3, 960 (Part), 961 to 976, 977 (Part), 978 (Part), 979, 980 (Part), 981 to 990, 992 to 994, 995 (Part), 997, 998 (Part) 1005 (Part), 1006 (Part), 1007/2, 1013 (Part), 1015 (Part).

Boundary Description

- A—B Line start from point 'A' on the common boundary villages Geora and Kuchena and passes along the common boundaries of villages Geora-Kuchena, Bharotal-Kuchena and meets at point 'B'.
- B—C Line passes in village Bharotal through plot numbers 793, 236, 793, 791, 702, 795, 796 then enter in village Geora and passes along the Eastern Boundary of plot number 1007/2, then through plot numbers 998, 1006, 1005 along with the eastern boundary of plot numbers 1007/2, 997, 995 and meets at point 'C'.
- C—D Line passes in village Geora through plot number 995, then southern boundary of plot numbers 995, 994, 992, 981 through plot numbers 980, 978, 977, 960, 1015, 1013, 960, 133/1 then along the southern boundary of plot numbers 37, 123, through plot number 120, again southern boundary of plot numbers 109, 107, 108, 76, 77, 78, 74, 73, 72, 69, 70 and meets at point 'D'.
- D—A Line passes partly along the common boundary of villages Geora and Mangaon and meets at the starting point 'A'.

[F. No. 43015/13/98-PRIW]
SANJAY BAHADUR, Dy. Secy.

नई दिल्ली, 12 फरवरी, 2001

का.आ. 376.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि कोयला धारक क्षेत्र (अर्जन और विकास) अभिप्राप्त किए जाने की संभावना है,

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसा इसके पश्चात उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. एमसीएल/एसएमबी/सीजीएम (सी पी एण्ड पी) नैनी/00/21 तारीख 28 अप्रैल, 2000 का निरीक्षण मुख्य महाप्रबंधक (कोयला परियोजना और योजना) महानदी कोलफील्ड्स लि. जागृति बिहार, बुरला, संबलपुर-768018 (उडीसा) के कार्यालय में या कलक्टर और जिला मजिस्ट्रेट अंगुल, उडीसा के कार्यालय में या कोयला नियंत्रक I, काउंसिल हाउस स्ट्रीट कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप धारा (7) में निर्दिष्ट सभी मक्कों, षार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व/सम्पदा) महानदी कोलफील्ड्स लि. जागृति बिहार, बुरला, संबलपुर-768 018 (उडीसा) को भेजेगे।

अनुसूची

नैनी ब्लाक

तालचेर कोलफील्ड्स

जिला अंगुल (उडीसा)

सभी अधिकार

(रेखांक सं. एमसीएल/एस ए एमबी/सीजीएम (सी पी एण्ड पी) नैनी/00/21, तारीख 28 अप्रैल, 2000)

क्रम सं.	ग्राम	पुलिस थाना और सं.	तहसील/उपप्रभाग	जिला/राज्य	क्षेत्र (एकड़में)	टिप्पणियां
1	2	3	4	5	6	7
1.	संतराबंधा	चेन्दियापाडा/106	तालचेर	अंगुल/उडीसा	1837.65	संपूर्ण
2.	भालूखमन	चेन्दियापाडा/105	तालचेर	अंगुल/उडीसा	214.05	संपूर्ण

(1)	(2)	(3)	(4)	(5)	(6)	
3.	खंजुरीखार्ड	चेन्दियापाड़ा/107	तालचेर	अंगुल/उड़ीसा	519.00	संपूर्ण
4.	धोगखमन	चेन्दियापाड़ा/81	तालचेर	अंगुल/उड़ीसा	235.75	संपूर्ण
5.	कुडापामी	चेन्दियापाड़ा/103	तालचेर	अंगुल/उड़ीसा	311.74	संपूर्ण
6.	थालीपामी	चेन्दियापाड़ा/101	तालचेर	अंगुल/उड़ीसा	109.13	संपूर्ण
7.	बिम्बाधारपुर	चेन्दियापाड़ा/102	तालचेर	अंगुल/उड़ीसा	235.74	संपूर्ण
8.	कासीदिहा	चेन्दियापाड़ा/95	तालचेर	अंगुल/उड़ीसा	507.75	संपूर्ण
9.	करादाबहल	चेन्दियापाड़ा/100	तालचेर	अंगुल/उड़ीसा	550.43	संपूर्ण
10.	आरक्षित वन	चेन्दियापाड़ा	तालचेर	अंगुल/उड़ीसा	2040.00	भाग
11.	अहमणबिल	चेन्दियापाड़ा/112	तालचेर	अंगुल/उड़ीसा	1430.60	भाग

योग 7992.60 (लगभग)

या

3234.561 हेक्टर (लगभग)

सीमा वर्णन

- क—ख रेखा ग्राम कांकरपाल के दक्षिण पूर्वी कोने पर बिन्दु “क” से आरंभ होती है। यहां से रेखा दक्षिण और दक्षिण पूर्व की ओर आरक्षित बन की पूर्वी सीमा के साथ-साथ और ग्राम संतराबंधा की उत्तरी और पूर्वी सीमा तथा ग्राम खंजुरीखार्ड की दक्षिणी सीमा और अहमणबिल की पूर्वी सीमा के बिन्दु “ख” तक जाती है।
- ख—ग—घ रेखा ग्राम अहमणबिल से होकर पश्चिम की ओर बढ़ती है और ग्राम करादाबहल की पूर्वी सीमा को बिन्दु “ग” पर छूती है। यहां से रेखा ग्राम करादाबहल की पूर्वी सीमा के साथ-साथ दक्षिण दिशा में बिन्दु “घ” तक जाती है, जो ग्राम करादाबहल, अहमणादिल और बालीनाली का त्रिसंधि बिन्दु है।
- घ—ङ. रेखा पश्चिम की ओर ग्राम करादाबहल और कासीडिहा की दक्षिणी सीमा के साथ-साथ बिन्दु “ङ” तक जाती है, जो ग्राम कासीडिहा, कुंजबिहारीपुर और तेनुलोई गोपीनाथपुर का त्रिसंधि बिन्दु है।
- ङ—च—क रेखा ग्राम कासीडिहा की पश्चिमी सीमा और चेन्दियापाड़ा पी एफ की पूर्वी सीमा और ग्राम दहीबार की सीमा के साथ उत्तर की ओर बिन्दु “च” तक आगे बढ़ती है। यहां से रेखा आरक्षित बन से और ग्राम कांकरपाल की दक्षिणी सीमा के साथ-साथ पूर्व की ओर बढ़ती है और प्रारम्भिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/13/2000-पी आर आई डब्ल्यू]

संजय बहादुर, उप सचिव

New Delhi, the 12th February, 2001

S.O. 376.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. MCL/SAMB/CGM(CP&P)/Naini/00/21 dated the 28th April, 2000 of the area covered by this notification can be inspected at the office of the Chief General Manager (Coal Project and Planning), Mahanadi Coalfields Limited, Jagriti Vihar, Burla, Sambalpur-768018 (Orissa) or at the office of the Collector and District Magistrate, Angul, Orissa or at the office of the Coal Controller, 1, Council House Street, Kolkata.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the officer-in-charge/Head of the Department (Revenue Estate), Mahanadi Coalfields Limited, Jagriti Vihar, Burla, Sambalpur-768018 (Orissa) within ninety days from the date of the publication of this notification in the Official Gazette.

SCHEDULE

Naini Block

Talcher Coalfield

District Angul (Orissa)

All rights

(Plan bearing NO. MCL/SAMB/CGM (CP&P)/Naini/00/21 dated the 28th April, 2000;

Sl. No.	Village	Police Station and number	Tahsil/Sub-Division	District/State	Area in Acres	Remarks
1.	Santrabandha	Chhendipada/106	Angul	Angul/Orissa	1837.65	Full
2.	Bhalukhaman	Chhendipada/105	Angul	Angul/Orissa	214.05	Full
3.	Khajurikhai	Chhendipada/107	Angul	Angul/Orissa	519.76	Full
4.	Dhaura Khaman	Chhendipada/81	Angul	Angul/Orissa	235.75	Full
5.	Kudapasi	Chhendipada/103	Angul	Angul/Orissa	311.74	Full
6.	Thalipasi	Chhendipada/101	Angul	Angul/Orissa	109.13	Full
7.	Bimbadharpur	Chhendipada/102	Angul	Angul/Orissa	235.74	Full
8.	Kasidiha	Chhendipada/95	Angul	Angul/Orissa	507.75	Full
9.	Karadabahal	Chhendipada/100	Angul	Angul/Orissa	550.43	Full
10.	Reserve Forest	Chhendipada	Angul	Angul/Orissa	2040.00	Part
11.	Brahmanbil	Chhendipada/111	Angul	Angul/Orissa	1430.60	Part
TOTAL					7992.60 (Approximately) or 3234.561 Hectares (Approximately)	

Boundary description

- A—B The line starts from point 'A' at the south-eastern corner of village Kankurpal. From here the line moves towards south and south-east along the eastern boundary of Reserve Forest and northern & eastern boundary of village Santrabandha and eastern & southern boundary of village Khajurikhai and eastern boundary of village Brahmanbil upto point "B".
- B—C—D The line proceeds towards west through village Brahmanbil and touches the eastern boundary of village Karadabahal at point 'C'. From here the line moves towards south along the eastern boundary of village Karadabahal upto point 'D' which is the trijunction point of villages Karadabahal, Brahmanbil & Balinali.
- D—E The line proceeds towards west along the southern boundary of village Karadabahal and Kasidiha upto point 'E' which is the trijunction point of village Kasidiha, Kunjabiharipur & Tentuloi Gopinathpur.

E—F—A The line proceeds towards north along the western boundary of village Kasidiha and eastern boundary of Chhendipada PF and that of village Dahibar upto point 'F'. From here the line proceeds towards east through the Reserve Forest and along the southern boundary of village Kankurpal and meets the starting point 'A'.

[No. 43015/13/2000-PRIW]

SANJAY BHADUR, Dy. Secy.

नई दिल्ली, १२ फरवरी, २००१

का.आ. ३७७.—केन्द्रीय सरकार को यह प्रतीत होता है कि इनके उपाखण्ड अनुसूची में वर्णित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः अब केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, १९५७ (१९५७ का २०) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा ४ की उपधारा (१) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र की भूरेखाक स. एस ई सी एल/बी एस पी/जी एम/(पी एल जी)/भूमि २३९, तारीख २५ मई, २००० का निरीक्षण क्लेक्टर कोयला (मध्य प्रदेश) के कार्यालय में या कोयला निर्यात १, काउंसिल हाउस स्ट्रीट कलकत्ता-७००००१ के कार्यालय में या माउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सीपत रोड, बिलासपुर-४९५००६ (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा १३ की उपधारा (७) में विनिर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व) माउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-४९५००६ (मध्य प्रदेश) को भेजेंगे।

अनुसूची

हरदी ब्लॉक

कोरबा कोलफील्ड्स

गेवरा क्षेत्र

जिला कोरबा (मध्य प्रदेश)

(रेखांक संख्या एस ई सी एल/बी एस पी/जी एम (पी एल जी)/भूमि/२३९ तारीख २५ मई, २००० पूर्वोक्षण के लिए अधिसूचित भूमि दर्शाती है।)

क्रम सं. ग्राम	पटवारी हल्का सं.	खेचट सं.	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणियां
१. रेंकी	२९	५५	कटघोरा	कोरबा	४२१.९९४	भाग
२. सुआ भाडी	२९	३८	कटघोरा	कोरबा	३८.७१७	भाग
३. मलगाव	३९	३७	कटघोरा	कोरबा	६५.२९२	भाग
४. अमगाव	२९	३६	कटघोरा	कोरबा	२२०.०००	भाग
५. हरदी बाजार	२९	५६	कटघोरा	कोरबा	४२८.९९७	भाग
६. वरई मिंगार	२९	५७	कटघोरा	कोरबा	२०००.०००	भाग
७. बम्हनी कोना	३४	५८	कटघोरा	कोरबा	५०.०००	भाग

कुल १४२५.००० हेक्टर (लगभग) या ३५२१.१८ एकड़ (लगभग)

सीमा वर्णन

क—ख : रेखा ग्राम रेंकी में "क" बिन्दु से और आरम्भ होती है, इसके पश्चात् ग्राम रेंकी सुआभोंडी मलगांव से होकर और भागत : अमगांव की उत्तरी सीमा से होकर जाती है तथा "ख" बिन्दु पर मिलती है।

ख—ग : रेखा ग्राम अमगांव से होकर जाती है, इसके पश्चात् ग्राम सरई संगार की पूर्वी सीमा के साथ-साथ चलती है तथा "ग" बिन्दु पर मिलती है।

ग—घ : रेखा ग्राम सरईसिंगार बम्हनी कोना रेंकी ग्रामों से होकर जाती है और "घ" बिन्दु पर मिलती है।

घ—क : रेखा ग्राम रेंकी से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/19/2000-पी आर आई डब्ल्यू]

संजय बहादुर, उप सचिव

New Delhi, the 12th February, 2001

S.O. 377.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number : SECL/BSP/GM(PIG)/LAND/239, dated the 25th May, 2000 of the area covered by this notification can be inspected in the Office of the Collector, Korba (Chhattisgarh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta—700 001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur—495 006 (Chhattisgarh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur—495 006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

HARDI BLOCK

KORBA COALFIELDS

GEVRA AREA

DISTRICT KORBA (CHHATTISGARH)

Plan No. : SECL/BSP/GM(PIG)/Land/239

Dated 25th May, 2000 (showing the land notified for prospecting)

Serial Number	Village	Patwari halka number	Khewat number	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7	8
1.	Renki	29	55	Katghora	Korba	421.994	Part
2.	Suwabhondi	29	38	Katghora	Korba	38.717	Part

1	2	3	4
3.	Malgaon	39	37
4.	Amgaon	29	36
5.	Hardibazar	29	56
6.	Saraisingar	29	57
7.	Bamnikona	34	58

TOTAL : 1425.000 Hactares (Approximately) OR 3521.18 Acres (Approximately)

BOUNDARY DESCRIPTION :

- A—B Line starts from point 'A' in village Renki, then passes through villages Renki, Suwabhondi, Malgaon and partly Northern boundary of village Amgaon and meets at point 'B'.
- B—C Line passes through village Amgaon, then along the Eastern boundary of village Saraisingar and meets at point 'C'.
- C—D Line passes through villages Saraisingar, Bamnikona, Renki and meets at point 'D'.
- D—A Line passes thorough village Renki and meets at the starting point 'A'.

[F. No. 43015/19/2000—PRIW]
SANJAY BHADUR, Dy. Secy.

शहरी विकास और गरीबी उपशमन मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 16 फरवरी, 2001

MINISTRY OF URBAN DEVELOPMENT AND
POVERTY ALLEVIATION

(Delhi Division)

New Delhi, the 16th February, 2001

फा.आ. 378.—दिल्ली विकास अधिनियम, 1957 (1957 का 61) के खण्ड 3 के उपखण्ड 3 की धारा (छ) के साथ पठित उप खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा श्री एस. बनर्जी, संयुक्त सचिव (यू. डी.), शहरी विकास एवं गरीबी उपशमन मंत्रालय को दिल्ली विकास प्राधिकरण का सदस्य नामित करती है और भारत सरकार स्वास्थ्य मंत्रालय की सं. 12-173/57-एलएसजी दिनांक 30-12-1957 की अधिसूचना में निम्नलिखित संशोधन करती है, नामतः

“मद सं. 9 में, प्रविष्टि श्री मधुकर गुप्ता, संयुक्त सचिव (दिल्ली एवं भूमि), शहरी विकास एवं गरीबी उपशमन मंत्रालय के बदले निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, नामतः श्री एस. बनर्जी, संयुक्त सचिव (यू. डी.) शहरी विकास एवं गरीबी उपशमन मंत्रालय।”

[सं. के-11011/20/97-डी डी 1 ए]

वी. के. मिश्रा, धरर सचिव

S.O. 378.—In exercise of the powers conferred by sub-section (1) read with clause (g) of sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby nominates Shri S. Banerjee, Joint Secretary (UD), Ministry of Urban Development and Poverty Alleviation as Member of Delhi Development Authority vice Shri Madhukar Gupta, Joint Secretary (D&L), Ministry of Urban Development and Poverty Alleviation and makes the following amendments in the notification of the Government of India, Ministry of Health No. 12-173/57-LSG dated 30-12-1957, namely :

“In item No. 9, for the entry “Shri Madhukar Gupta, Joint Secretary (Delhi and Lands), Ministry of Urban Development & Poverty Alleviation”, the following entry shall be substituted, namely, “Shri S. Banerjee, Joint Secretary (UD), Ministry of Urban Development & Poverty Alleviation”.

[No. K-11011/20/97-DDIA]
V. K. MISRA, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 9 फरवरी, 2001

का.आ. 379 :—भारतीय मानक ब्यूरो नियम, 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक संख्या अतिरिक्तित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1	2	3	4
1.	आईएस 14900 : 2000 पारदर्शी प्लब कांच—विशिष्ट	आई एस 14900 : 2000	2000-12-31

इस भारतीय मानक की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली 110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कलकत्ता, छण्डीगढ़, चेन्नई, मुम्बई और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद, गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, नागपुर, पटना, पूणे, राजकोट तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संख्या केप्रवि-1/13 : 2]

सतीश चन्द्र, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 9th February, 2001

S.O. 379—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed, have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. year and Title of the Indian Standard Established	No. & year of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 14900 : 2000—Transparent Float Glass—Specification	IS 14900 : 2000	2000-12-31

Copy of the Indian Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi—110 002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Lucknow, Nagpur, Patna, Pune, Rajkot, Thiruvananthapuram.

[No. CMD-1/13 : 2]

SATISH CHANDER, Addl. Director General

नई दिल्ली, 2 फरवरी, 2001

का. आ. 380.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स तुला डिजिटल्स (इंडिया) प्राइवेट लिमिटेड, 302, गुरुनक हाउस, बी-9, रंजीत नगर कमर्शियल कॉम्प्लेक्स, नई दिल्ली-110008 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले "टी डी पी" शृंखला के स्वतः सूचक, अस्वच्छालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, (जिसके ब्रांड का नाम "स्विफ्ट" है) (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2000/193 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल (आकृति देखें) एक तोलन उपकरण है। जिसकी अधिकतम क्षमता 60 कि. ग्रा. और न्यूनतम क्षमता 200 ग्राम है। सत्यापन मापमान (ई) अन्तराल मान 10 ग्रा. है। इसमें एक आद्येतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आद्येतुलन प्रभाव है। भारग्राही वर्गाकार है जिसकी भुजाएं 600 मि. मी. हैं। द्रव क्रिस्टल डिप्लॉड प्रदर्श तुलन परिणाम उपदिशत करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान के अन्तराल (एन) की संख्या 500 से अधिक या बराबर और 10000 से कम या उसके बराबर है ($500 \leq \text{एन} \leq 10,000$) तथा जिसका "ई" मान 1×10 के, 2×10 के और 5×10 के है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा० सं० डब्ल्यू० एम०-21(33)/98]

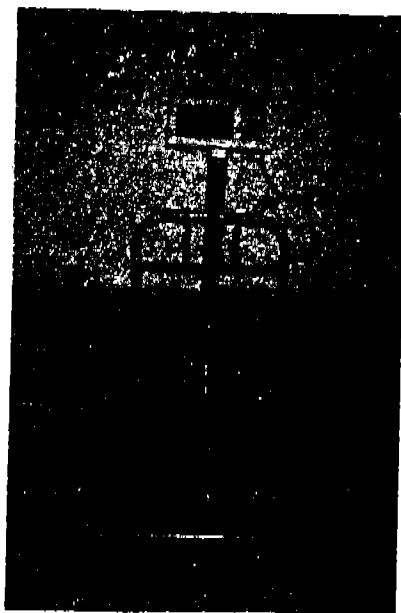
पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2001

S.O. 380.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of 'TDP' series belonging to medium accuracy (Accuracy Class III) and with brand name "SWIFT" (hereinafter referred to as the model) manufactured by M/s. Tula Digital (India) Private, Limited, 302, Gurunak House, B-9, Ranjit Nagar, Commercial Complex, New Delhi-110 008 and which is assigned the approval mark IND/09/2000/193;

The said model (figure given) is weighing instrument with a maximum capacity of 60kg and minimum capacity of 200g. The verification scale interval (e) is 10g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square size of sides 600 millimetre. The liquid crystal Diode display indicates the weighing result. The instrument operates on 230 volts and 50-Hertz alternate current power supply;



And further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity upto 5 tonne with number of verification scale interval (n) greater than or equal to 500 and less than or equal to 10,000 ($500 \leq n \leq 10,000$) and with 'e' value 1×10^k , 2×10^k , 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model have been manufactured

[F. No. W.M.-21(33)/98]

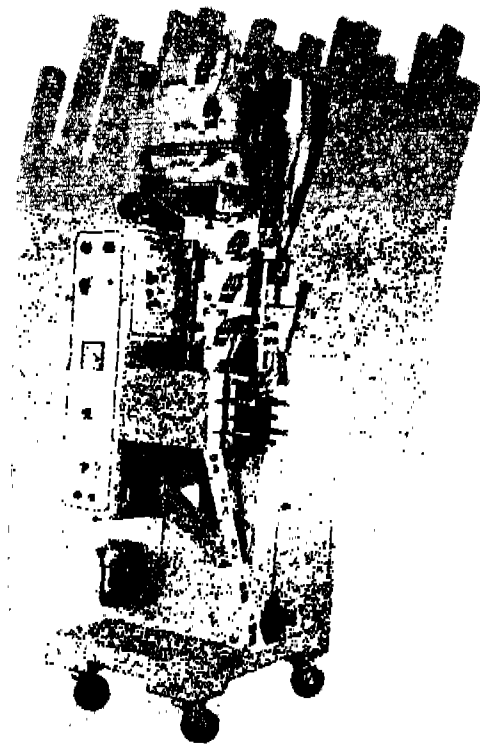
P A KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 2 फरवरी, 2001

का. आ. 381.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (आकृति नीचे दी गई है) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ई सी पैकेजिंग प्राइवेट लिमिटेड, 14/7, माइल स्टोन, मधुरा रोड, फरीदाबाद-121003 द्वारा विनिर्मित "3 एस/4एस/सी एस" शृंखला के स्वचालित भराई मशीन कप भरक के मॉडल का, जिसके ब्रांड का नाम "ई सी" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2000/218 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल स्वचालित भराई मशीन (कप भरक) का है। इसकी अधिकतम क्षमता 200 ग्रा. है। मशीन पाउडर, दाने, काफी, केश तेल, शैम्पू, द्रव प्रक्षालक आदि के लिए डिजाइन की गई है। भराई की दर 30 से 100 पाउन्च प्रति मिनट है।



और, केन्द्रीय सरकार, उक्त अधिनियम की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक और डिजाइन के ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 200 ग्राम तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है।

[फा० सं० डब्ल्यू० एम०-21(84)/99]

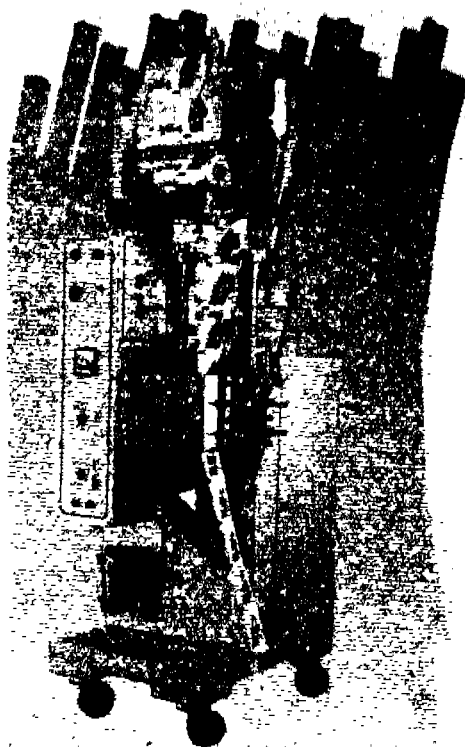
पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd February, 2001

S. O. 381.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of automatic, filling machine (cup filler) (hereinafter referred to as the model) of "3S/4S/CS" series with brand name "EC", manufactured, by M/s. EC Packaging Private, Ltd., 14/7, Mile Stone, Mathura Road, Faridabad-121 003 and which is assigned the approval mark IND/09/2000/218;

The model is an automatic filling machine (cup filler). The maximum capacity is 200g. The machine is designed to fill products like powders, granules, coffee, hair-oils, shampoos, liquid-detergents, etc. The rate of filling is 30 to 100 pouches per minute.



And further, in exercise of the power conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the instruments of same make and design with maximum capacity upto 200g manufactured by the same manufacturer with the same design and with the same materials which the approved model has been manufactured

[F. No. W.M.-21(84)/99]

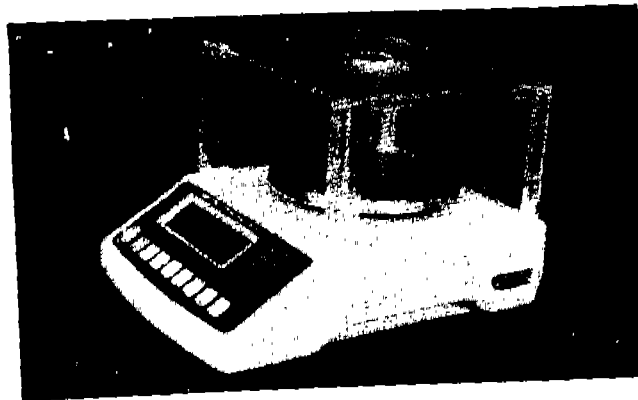
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 6 फरवरी, 2001

का. आ. 382.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (आकृति नीचे दी गई है) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अदितसान टेक्नोलॉजिकल प्रोडक्ट्स, 102, सदर्न प्लाजा-II, 209 मस्जिद मोठ, नई दिल्ली-110049 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग II) वाले "बी एच" श्रृंखला के अंकीय सूचन सहित, अस्वचालित, तोलन उपकरण (मेजतल प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एक्सैल" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/00/205 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल उच्च यथार्थता वर्ग (यथार्थता वर्ग II) का अंकक सूचन सहित अस्वचालित मेजतल प्रकार का तोलन उपकरण है जिसकी अधिकतम क्षमता 300 ग्राम और न्यूनतम क्षमता 200 मिली ग्राम है। सत्यापन मापमान (ई) मान 10 मि. ग्राम है। प्रदर्श इकाई प्रकाश क्रिसटल डायोड प्रकार की है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान के अन्तराल (एन) की संख्या 1 मि. ग्रा. से 50 मि. ग्रा. के लिए "ई" मान 100 से 10,000 की रेंज में और 100 मि. ग्रा. से अधिक के लिए "ई" मान 5000 से 1,00,000 की रेंज सहित "ई" मान 1×10^6 के, 2×10^6 के और 5×10^6 के हैं जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा० सं० डब्ल्यू० एम०-21(2)/99]

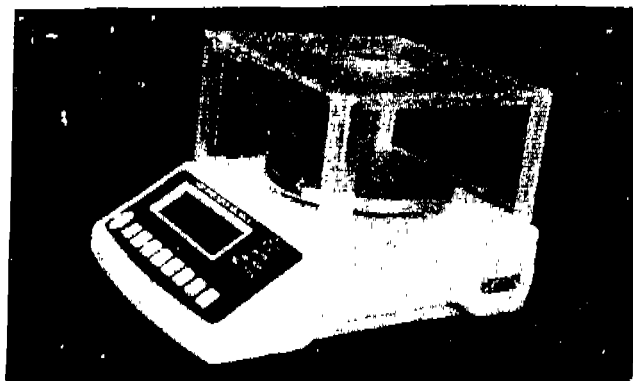
पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th February, 2001

S. O. 382.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of non-automatic, weighing instrument (Table Top type) with digital indication of 'BH' series belonging to High accuracy class (accuracy class II) and with brand name 'Excell', (hereinafter referred to as the Model) manufactured by M/s. Aditsan Technological Products, 102, Southex Plaza-II, 209, Masjid Moth, New Delhi-110 049 and which is assigned the approval mark IND/09/00/205;

The Model is a non-automatic weighing instrument of table top type with digital indication of maximum capacity 300 g, minimum capacity 200 mg and belonging to High accuracy class (accuracy class II). The value of verification scale interval (e) is 10 mg. The display unit is of light crystal diode. The instrument operates on 230 V, 50 Hertz alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg and with number of verification scale interval (n) in the range 100 to 1,00,000 for 'e' value 1 mg to 50 mg and with number of verification scale interval (n) in the range 5,000 to 1,00,000 for 'e' value of 100 mg or more with 'e' value of 1×10^k , 2×10^k or 5×10^k where k is negative or positive whole number or zero, manufactured by the same manufacturer in accordance with the same principle design and with the same materials with which the approved model have been manufactured.

[F. No. W.M.-21(2)/99]

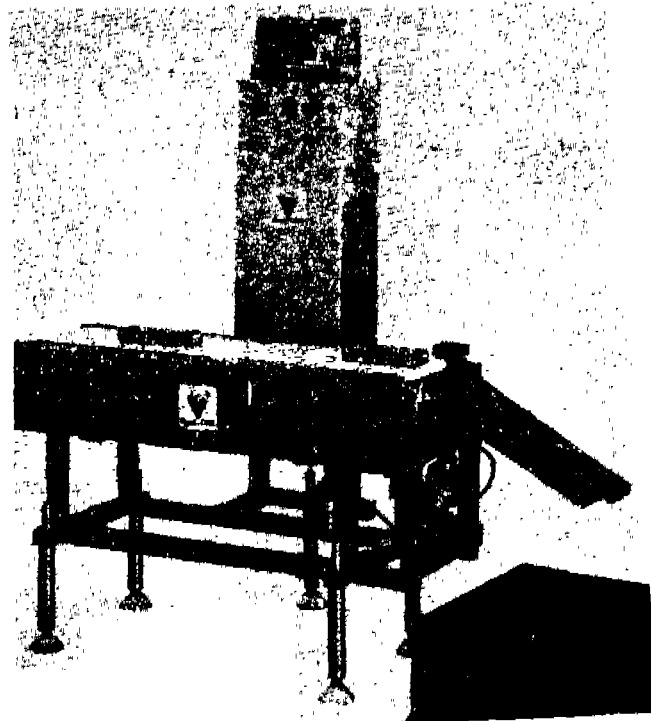
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 7 फरवरी, 2001

का. आ. 383.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (आकृति नीचे दी गई है) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ई सी टिरोका लिमिटेड, 377/22, 6 टी क्रास, विलसन गार्डन, बंगलौर-560027 द्वारा विनिर्मित "डी एस-450 सी डब्ल्यू एस ए" श्रृंखला के अंकीय सूचन सहित स्वचालित तोलन मशीन (कार्य पद्धति जांच तोलनक प्रकार) जिसे इसमें इसके पश्चात् माडल कहा गया है के माडल का, जिसके ब्रांड का नाम "ई सी डिग्री" है और जिसे अनुमोदन बिह्न आई एन डी/09/2000/207 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल अंकीय सूचन सहित स्वचालित तोलन मशीन (कार्य पद्धति जांच तोलनक प्रकार का) है, जिसकी अधिकतम क्षमता 3 किलोग्राम है। स्थापन मापमान (ई) का मान 1 ग्राम है। प्रदर्श इकाई निर्वात फेलोरिसेंट प्रदर्श प्रकार की है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 600 ग्राम से 6 किलोग्राम रेंज की है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी मिद्धान्त, डिजाइन और उम्मी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिनके स्थापन मापमान अन्तराल (एन) की अधिकतम मान तथा जिनका "ई" मान 1×10 के, 2×10 के और 5×10 के हैं जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा० सं० डब्ल्यू० एम०-21(73)/99]

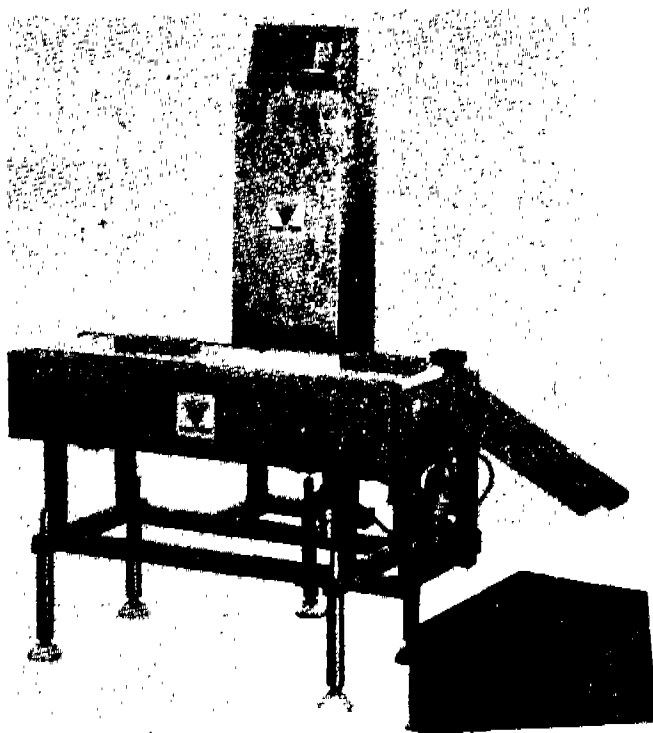
पी० ए० कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th February, 2001

S. O. 383.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model Automatic weighing machine (on line Check-Weigher type) with digital indication (hereinafter referred to as the model) of 'DS-450 CWSS' series and with brand name "ESSAE DIGI" manufactured by M/s. Exxae Teraoka Limited, 377/22, 6th Cross, Wilson Garden, Bangalore-560027 and which is assigned the approval mark IND/09/00/207;

The Model is an automatic weighing machine (on line check weigher type) with digital indication of maximum capacity 3 kg. The value of scale interval (e) is 1 g. The display unit is of vacuum fluorescent display (VFD) type. The instrument operates on 230 V, 50 Hertz alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, of same series with maximum capacity in the range 600 g to 6 kg, and with scale interval of value 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which the approved model has been manufactured.

[F. No. W.M.-21(73)/99]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 फरवरी, 2001

का. आ. 384.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि कर्नाटक राज्य में मंगलौर से बंगलौर तक पेट्रोलियम उत्पादों के परिवहन के लिए मै० पेट्रोनेट एम०एच०बी० लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को यह प्रतीत होता है कि उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दी जाती हैं, 21 दिन के भीतर भूमि के नीचे पाइप लाइन बिछाने या उसमें उपयोग के अधिकार का अर्जन करने के संबंध में लिखित आक्षेप सक्षम प्राधिकारी, मंगलौर-बंगलौर पाइपलाइन परियोजना, पुराना उपायुक्त कार्यालय कम्पाउंड, मंगलौर-575001, कर्नाटक को भेज सकता है।

अनुसूची

राज्य : कर्नाटक

ज़िला : दक्षिण कन्नड

तालुक का नाम	ग्राम का नाम	सर्वे संख्या	भाग हिस्सा सं : यदि कोई हो	क्षेत्रफल एकड़ : सेंट
1	2	3	4	5
मैमलूर	धोकुर	8	1	0-31
		8	2B	0-25
		8	8	0-14
	कैजार	49	8	0-02
		47	3	0-01
		23	14B	0-05
		76	8	0-06
		81	1	0-16
		82	1A	0-12
		82	2	0-06
		82	3	0-01
		82	5	0-11
		159	3	0-01
	आध्यापाडि	63	2A	0-01
	कंदावरा	18	D	0-22
		109	3B	0-18
	मुलुक	100	2	0-30
		5	2A	0-17
		106		0-16
		6	1	0-18
		6	2	0-83
		7	1C	0-07
	वडागाउलिपाडि	21	1	0-08
		3	6	0-22
बेलतांगडि	बेलाल	7	1	0-80
		11	1A	0-46
	उळिरे	561	2	0-17
	घर्मिश्रल	1	1	0-50
		18	1	0-50
		53		1-00
		289		0-20
		40		0-20
	नैरिया	146		3-00

राज्य : कर्नाटक

जिला : चिकमागलुर

तालुक का नाम	ग्राम का नाम	सर्वे संख्या	भाग हिस्सा सं. यदि कोई हो	क्षेत्रफल एकड़ : गुंटा
1	2	3	4	5
मुडिगेरे	देवदंदा	84		0-03

राज्य : कर्नाटक

जिला : हासन

तालुक का नाम	ग्राम का नाम	सर्वे संख्या	भाग हिस्सा सं. यदि कोई हो	क्षेत्रफल एकड़ : गुंटा
1	2	3	4	5
सकलेशपुर	उदैयारा	24	1	0-01
		472		0-13
बेलुर	नंदिगौगुडाहल्ल	46		0-15
		47		0-05
	अंतीलासु	53		0-30
	गुम्मागुहल्ल	68		0-09
आलुर	हेन्नावट्टिल	69	1	0-08
		70		0-06
		44		0-20
	यलगगुहल्ल	44		0-06
		7		0-01
	कगलुर	41		0-03
		144		1-28
	कोडागुहल्ल	3		0-01
		38		0-01
	वजराहल्ल	24		1-19
हासन	हगलमगे	6	1	0-01
	हलवागीसु	5		0-02
		279		0-01
	जोडिलट्टिने	20		0-02
		20		0-11
	गैकरवट्टिल	47		0-01
	हम्पगुहल्ल	7		2-01

अनुसूचि

राज्य कर्नाटक

जिल्ला हासन

तालुका का नाम	ग्राम का नाम	सर्वे सं०	भाग हिस्स सं० (यादि कोई हो)	क्षेत्रफल एकड - गुन्टा
चैन्नारायापट्टणा	क्रिश्नापुरा	9		0 - 02
	गोविनाकेरे	122	1	0 - 02
	बुयनाहल्लि	21		0 - 02
	रायासमुद्रा कावाल	8		0 - 05
	मुलाकेरे	44	1	0 - 02
		43	2	0 - 01
	बिलिकेरे	92	2	0 - 02
	नारिबल्लि	94	1	0 - 01
	मेलाहल्लि	19		0 - 06
	ओबलापुरा	88	3B	0 - 05
		135	2	0 - 01

[सं. आर.-31015/3/98-ओ आर-II भाग]

हरीश कुमार, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 22nd February, 2001

S. O. 384.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mangalore to Bangalore in the State of Karnataka, a Pipeline should be laid by M/s. Petronet M.H.B. Limited.

And whereas, it appears that for the purpose of laying the said pipeline it is necessary to acquire the right of users in the land described in the Scheduled annexed to this notification.

Now therefore, in exercise of the power conferred by sub section (1) of the section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within 21 days from the date on which the copies of the notification as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for the laying of the pipeline under the land to the Competent Authority, Mangalore Bangalore Pipeline Project, Old Deputy Commissioner's Office Compound, Mangalore-575 001, Karnataka.

SCHEDULE

STATE : KARNATAKA

DISTRICT: DAKSHINA KANNADA

Name of Taluk	Name of Village	Survey No	Part/ Hissa No. (If any)	EXTENT Acre - Cents
1	2	3	4	5
MANGALORE	Thokur	8	1	0-31
		8	2B	0-25
		8	8	0-14
	Kenjar	49	8	0-02
		47	3	0-01
		23	14B	0-05
		76	8	0-06
		81	1	0-16
		82	1A	0-12
		82	2	0-06
		82	3	0-01
		82	5	0-11
		159	3	0-01
	Adyapady	63	2A	0-01
	Kandavara	18	D	0-22
		109	3B	0-18
	Mulur	100	2	0-30
		5	2A	0-17
		106		0-16
		6	1	0-18
		6	2	0-83
		7	1C	0-07
	Badaga-ulipady	21	1	0-08
		3	6	0-22

1	2	3	4	5
BELTHANGADY	Belal	7	1	0-80
		11	1A	0-46
	Ujire	561	2	0-17
	Dharmashtala	1	1	0-50
		18	1	0-50
		53		1-00
		289		0-20
		40		0-20
	Neriya	146		3-00

STATE : KARNATAKA

DISTRICT : CHIKMAGALUR

Name of Taluk	Name of Village	Survey No	Part/ Hissa No. (If any)	EXTENT Acre - Guntas
1	2	3	4	5
MUDIGERE	Devavrunda	84		0-03

STATE : KARNATAKA

DISTRICT : HASSAN

Name of Taluk	Name of Village	Survey No	Part/ Hissa No. (If any)	EXTENT Acre - Guntas
1	2	3	4	5
SAKLESHPUR	Udevara	24	1	0-01
		472		0-13
BELUR	Nandigondanahalli	46		0-15
		47		0-05
	Uthalalu	53		0-30
	Gummanahalli	68		0-09
		69		0-08
		70		0-06

1	2	3	4	5
ALUR	Heddaravalli	44 44	1 2	0-20 0-06
	Yalaganahalli	7 41	2	0-01 0-03
	Kanathur	144		1-28
	Kodagihalli	3 38		0-01 0-01
	Vajarahalli	24		1-19
	Hanthanamane	6		0-01
HASSAN	rlatavagilu	279 5	1	0-01 0-02
	Jodithattekere	20 20	1 3	0-02 0-11
	Gekaravalli	47	2	0-01
	Hampanahalli	7		2-01

SCHEDULE**STATE : KARNATAKA****DISTRICT : HASSAN**

Name of the Taluk	Name of the Village	Survey No.	Hissa No.	Extent
Channarayana patna	Krishnapura	9		0-02
	Govinakere	122	1	0-02
	Bhuvanahalli	21		0-02
	Rayasamudra	8		0-05
	Kaval			
	Mulakere	44	1	0-02
		43	2	0-01
	Bilikere	92	2	0-02
	Narihalli	94	1	0-01
	Melahali	19		0-06
	Obalapura	88	3B	0-05
		135	2	0-01

[No. R-31015/3/98 OR II Part]
HARISH KUMAR, Under Secy.

नई दिल्ली, 22 फरवरी, 2001

का. आ. 385.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) और (2) के अधीन जारी की गई भारत सरकार, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ० 2688 तारीख 4 दिसम्बर, 2000 द्वारा आन्ध्र प्रदेश राज्य में विजयवाड़ा से सिकन्दराबाद तक पेट्रोलियम उत्पादों का परिवहन करने के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजनार्थ इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार को अर्जित करने के लिए अपने आशय की घोषणा की थी;

और उक्त राजपत्र की प्रतियां जनता को तारीख 19.12.2000 को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट प्रस्तुत कर दी है ;

और इसके अतिरिक्त केन्द्रीय सरकार का, उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइप लाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाए।

यह और कि, केन्द्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस घोषणा के प्रकाशन की तारीख को इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में उपयोग के अधिकार, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

राज्य : आंध्र प्रदेश

जिला : कृष्णा

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिरसा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक	
(1)	(2)	(3)	(4)	(5)	
जि. कोंडूरु	च. मादवरम तेल्लदेवरपाडु	126	2	00-20	
		68	1ख	00-18	
		68	2ख	02-10	
		69	2ख	00-21	
	वीरुलापाडु	गेड्डमनुगु	136	क5ख	00-32
		तिम्मापुरम	132	ख1	00-37
		पल्लमपल्लि	74	1	00-78
			74	2	00-17
			75	2	00-25
			75	1	00-01
			16	3क	00-84
नंदिगामा	दामुलूरु	2	1	00-50	
		1		00-02	
		165	1	00-60	
		165	2	00-04	
		154	3क2ख	00-93	
		155	3ख	01-02	
		156	3क2ख	00-71	
		156	1ग1	00-06	
		161	3ख	00-04	
		161	6क	00-72	
		161	1	00-45	
		159	1	00-04	
		159	2	00-20	
		159	5	00-14	
		77	5	00-30	
पेनुगंचिप्रोलु	पेनुगंचिप्रोलु	69	4	00-68	
		79	1	00-87	
		786	4क	00-04	
		792	4ग	00-11	
		वेंकटापुरम	143		02-87

(1)	(2)	(3)	(4)	(5)
	कोल्लिकोलल	63	2ट	00-05
		17	6	00-04
		15	2	00-66
	सुव्वय्यगुडम	105	2	01-01
पेनुगंदिप्रोलु	मुंडलापाडु	40		00-51
		41		00-81
		60		00-43
वात्सावयि	भिमवरम	192	1	00-35
		198	1	00-14
		198	2	00-08
जग्गय्यपेटा	तीरुमलगिरि	112		00-08
		132		01-12
		133		00-80
	जग्गय्यपेटा	113		01-47
		108		00-05
		107		00-05
		105		00-62
		104		00-03
		103		00-10
		102		00-27
		101		00-06
		97		00-30
		98		00-20
		99		00-08
	अनुमंदिपल्लि	246		00-25

राज्य : आंध्र प्रदेश

जिला : नलगोंडा

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक
(1)	(2)	(3)	(4)	(5)
मुनागाल	मुनागाल	643	1	00-02
		643	5	00-03
		616		00-66

राज्य : आंध्र प्रदेश

जिला : नलगोंडा

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक	
(1)	(2)	(3)	(4)	(5)	
कोदाड	चिमिरियाल	369	जीपी	01-03	
		रेडलकुंटा		01-00	
	227	00-09			
	201	00-14			
	193	00-24			
	कापुगल	257		00-20	
		257		00-20	
		198		01-05	
		206		01-14	
		208		01-04	
		223		00-33	
		213		00-14	
		212		01-05	
	कोदाड	697		00-26	
		700		00-38	
		718		00-18	
		715		01-27	
		866		00-02	
		चिलुकुरु		चिलुकुरु	226
	224				00-36
102	01-16				
105	00-22				
100	1		01-27		
1374	00-22				
1375	01-10				
1343	2		01-04		
1308	00-12				
कोंडापुर	130		02-01		
	123		01-13		
	102		01-12		
	127		00-13		
बेतवांलु	बेतवांलु		179		00-06
		174	00-11		
		185	00-12		
		189	00-05		
		190	00-06		
		191	00-02		

(1)	(2)	(3)	(4)	(5)
थिलुकुरु	बेतवोलु	195	जीपी	00-26
		156		00-14
		155		00-02
		157		00-03
		149		00-22
		195		00-01
पेनपहाड	थिदेल्ला	80	जीपी	00-13
		69		01-03
	भक्तलापुरम्	82		00-35
		110		00-30
	दरमापुरम्	228		00-06
		250		00-37
		249		00-04
		253		01-24
		315		00-04
		315		00-04
चियेमुला	उङ्गगोड	94	जीपी	00-04
		95		00-12
		98		00-03
		100		00-01
		125		00-11
सुर्यापेट	ईमामपेट	189	जीपी	00-06
		179		00-11
		208		00-01
		355		00-10
		293		00-30
		292		00-32
	केसाराम	236		00-01
		232		00-01
		356		00-09
		355		00-19
	सुर्यापेट	353	जीपी	00-30
		292		00-08
		286		01-07
		463		00-09
		461		00-03
		460		00-12
		459		00-06
		473		00-18
		454		00-20
		717		00-13
		222		00-03

(1)	(2)	(3)	(4)	(5)
केतेपल्ली	कोप्पालु	50	जीपी	00-22
		151		00-04
		52		00-05
		51		01-00
		647		01-03
		638		00-32
		674		00-13
		674	जीपी	00-01
		121		00-34
		124		00-12
		149		00-30
		148		01-00
		147		00-02
		143		01-10
		117		01-15
		118		00-21
		119		01-14
		65		00-07
		62		00-15
		38		00-18
नकरंकल	चंद्रपटला	363		00-01
		798		01-00
		794		00-13
		790		00-06
		791		00-16
		780		00-15
		781		00-05
		782		01-05
		729		01-02
		715		00-15
खट्टानुगुर	नकरंकल	606		00-26
		320		00-05
	इटीपामुला	335		00-14
		119		00-01
	मुमुकुल्दा	316		00-10
		317		00-02
		318		00-17
		319		00-13
		332		00-15
		320		00-02
		185		00-36
		184		00-14
		182		00-16

(1)	(2)	(3)	(4)	(5)
खटतानुगुर	मुनुकुटला	83		00-01
		65		04-33
		64		00-05
		184		01-10
	पराढा	211		00-12
		41		00-01
		42		01-17
		40		00-27
	जनमपल्लि	69		00-15
		32		00-11
		196		00-37
		134		00-36
	रामन्नपेटा	121		01-27
		37		00-16
		153		00-24
बीबीनगर	निधनपल्लि	308	1.	01-20
	भोगाराम	698	1	00-34
	एल्लंकि	134		01-00
	इंक्रियाल	134	जीपी	00-05

राज्य : आंध्र प्रदेश

जिला : रंगारेड्डि

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक
घटकेसर	अंकुशपुरम	127		01-12
		236	जीपी	00-11
		255		00-15

[सं. आर.-31015/1/2000-ओ आर-II खण्ड-III]

हरीश कुमार, अवर सचिव

New Delhi, the 22nd February, 2001

S. O. 385.— WHEREAS by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 2688 dated the 4th December, 2000 issued under sub-section(1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of Petroleum products from Vijaywada to Secunderabad in the State of Andhra Pradesh by Hindustan Petroleum Corporation Limited;

AND whereas, copies of the said Gazette Notification were made available to the public on 19-12-2000;

AND whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

AND further, whereas, the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

NOW, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

AND, further, in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on this date of the publication of this declaration in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

STATE : ANDHRA PRADESH

DISTRICT : KRISHNA

Name of Taluk/ Mandal	Name of Village	Survey No.	Part/ Hissa No. (if any)	Extent Acres - Cents	
(1)	(2)	(3)	(4)	(5)	
G. Konduru	Ch.Madavaram Telladevarapadu	126	2	00 - 20	
		68	1B	00 - 18	
		68	2B	02 - 10	
		69	2B	00 - 21	
	Veerulapadu	Geddamanugu	136	A5B	00 - 32
		Tirumapuram	132	B1	00 - 37
		Pallampalli	74	1	00 - 78
			74	2	00 - 17
		75	2	00 - 25	
		75	1	00 - 01	
		16	3A	00 - 84	
		2	1	00 - 50	
		1		00 - 02	
		Nandigama	Danuburu	165	1
165	2			00 - 04	
154	3A2B			00 - 93	
155	3B			01 - 02	
156	3A2B			00 - 71	
155	1C1			00 - 06	
161	3B			00 - 04	
161	6A			00 - 72	
161	1			00 - 45	
159	1			00 - 04	
159	2			00 - 20	
159	5			00 - 14	
77	5			00 - 30	
69	4			00 - 68	
Penuganchiprolu	Penuganchiprolu	79	1	00 - 87	
		786	4A	00 - 04	
		792	4C	00 - 11	
	Venkatapuram	143		02 - 87	
		Kollikolla	63	2K	00 - 05
		17	6	00 - 04	
		15	2	00 - 66	
	Subbayyagudem	105	2	01 - 01	

(1)	(2)	(3)	(4)	(5)
Penuganchiprolu	Mundlapadu	40		00 - 51
		41		00 - 81
		60		00 - 43
Vatsavai	Bhimavaram	192	1	00 - 35
		198	1	00 - 14
		198	2	00 - 08
Jaggayyapeta	Tirumalagiri	112		00 - 08
		132		01 - 12
		133		00 - 80
	Jaggayyapeta	113		01 - 47
		108		00 - 05
		107;		00 - 05
		105		00 - 62
		104		00 - 03
		103		00 - 10
		102		00 - 27
		101		00 - 06
		97		00 - 30
		98		00 - 20
		99		00 - 08
		246		00 - 25
	Arumanchipalli			

STATE : ANDHRA PRADESH

DISTRICT : NALGONDA

Name of Taluk/ Mandal	Name of Village	Survey No.	Part/ Hissa No. (if any)	Extent Acres - Cents
(1)	(2)	(3)	(4)	(5)
Munagala	Munagala	543	1	00 - 02
		643	5	00 - 03
		616		00 - 66

STATE : ANDHRA PRADESH

DISTRICT : NALGONDA

Name of the Mandal	Name of the Village	Survey No.	Part/ Hissa No. (If any)	Extent Acres - Guntas
(1)	(2)	(3)	(4)	(5)
Kodada	Chimiryal	369	GP	01 - 03
		70		01 - 00
	Redlakunta	227		00 - 09
		201		00 - 14
		193		00 - 24
		257		00 - 20
		257		00 - 20
		198		01 - 05
		206		01 - 14
		208		01 - 04
		223		00 - 33
		213		00 - 14
		212		01 - 05
	Kodada	697		00 - 26
		700		00 - 38
		718		00 - 18
		715		01 - 27
		866		00 - 02
Chilukuru	Chilukuru	226	1	01 - 00
		224		00 - 36
		102		01 - 16
		105		00 - 22
		100		01 - 27
		1374		00 - 22
		1375	2	01 - 10
		1340		01 - 04
		1308		00 - 12
		130		02 - 01
	Kondapur	123		01 - 13
		102		01 - 12
		127		00 - 13
		179		00 - 06
	Bethavolu	171		00 - 11
		185		00 - 12
		189		00 - 05
		190		00 - 06
		191		00 - 02

(1)	(2)	(3)	(4)	(5)
Chilukuru	Bethavolu	195	GP	00 - 26
		156		00 - 14
		155		00 - 02
		157		00 - 03
		149	GP	00 - 22
		195		00 - 01
Penpahad	Cheedella	80		00 - 13
		69		01 - 03
	Bhaktalapuram	82		00 - 35
		110		00 - 30
	Dharmapuram	228		00 - 06
		250		00 - 37
		249		00 - 04
		253		01 - 24
		315		00 - 04
Chivemula	Undragonda	94		00 - 04
		95		00 - 12
		98		00 - 03
		100		00 - 01
		125		00 - 11
Suryapet	Imampeta	189	GP	00 - 06
		179		00 - 11
		208		00 - 01
		355		00 - 10
		293		00 - 30
		292		00 - 32
	Kesaram	236		00 - 01
		232		00 - 01
		356		00 - 09
		355	GP	00 - 19
		353		00 - 30
		292		00 - 08
		286		01 - 07
	Suryapet	463		00 - 09
		461		00 - 03
		460		00 - 12
		459		00 - 06
		473		00 - 18
		454		00 - 20
	K.T. Annavaram	717		00 - 13
		222		00 - 03

(1)	(2)	(3)	(4)	(5)
Kethepalli	Koppollu	50	GP	00 - 22
		151		00 - 04
	Thungaturti	52		00 - 05
		51		01 - 00
	Cherukupalli	647	GP	01 - 03
		638		00 - 32
	Kethepalli	674		00 - 13
		674		00 - 01
	Korlapahad	121		00 - 34
		124		00 - 12
	Bandapalem	149		00 - 30
		148		01 - 00
		147		00 - 02
		143		01 - 10
		117		01 - 15
		118		00 - 21
		119		01 - 14
		65		00 - 07
		62		00 - 15
		38		00 - 18
	Chandrupatla	363		00 - 01
		798		01 - 00
		794		00 - 13
		790		00 - 08
		791		00 - 16
		780		00 - 15
		781		00 - 05
		782		01 - 05
		729		01 - 02
		715		00 - 15
Kattangur	Nakrekal	606		00 - 26
		320		00 - 05
	Itipamula	335		00 - 14
		119		00 - 01
	Munukunta	316		00 - 10
		317		00 - 02
		318		00 - 17
		319		00 - 13
		332		00 - 15
		320		00 - 02
		185		00 - 36
		184		00 - 14
		182		00 - 16

(1)	(2)	(3)	(4)	(5)
Kattangur	Munukuntla	83		00 - 01
		65		04 - 33
		64		00 - 05
	Parada	184		01 - 10
Ramannapet	Utaaturu	211		00 - 12
		41		00 - 01
		42		01 - 17
		40		00 - 27
	Janampalli	69		00 - 15
		32		00 - 11
		196		00 - 37
	Ramannapet	134		00 - 36
		121		01 - 27
		37		00 - 16
	Nidhanpalli	153		00 - 24
	Bhogaram	308	1	01 - 20
	Yellanki	698	1	00 - 34
Bibinagar	Inkriyala	134		01 - 00
		134	GP	00 - 05

STATE : ANDHRA PRADESH

DISTRICT : RANGAREDDI

Name of the Mandal	Name of the Village	Survey No.	Part/ Hissa No. (if any)	Extent Acres - Guntas
Ghalkesher	Ankushapuram	127		01 - 12
		236	GP	00 - 11
		255		00 - 15

[No. R-31015/1/2000 OR II Vol-III]

HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 24 जनवरी, 2001

का. आ. 386.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी ऑफ इंडिया के प्रवर्धन के संबंध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, श्रम न्यायालय अनर्कियम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-01-2001 को प्राप्त हुआ था।

[सं. एल-17012/12/95-आई आर (बी-II)]

सी. गंगधरन, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 24th January, 2001

S.O. 386.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Ernakulam as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 23-1-2001.

[No. L-17012/12/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(In the Labour Court, Ernakulam)

(Monday the 11th day of December, 2000)

PRESENT:

Sri D. Mohanarajan, B.Sc., LL.B.,

Presiding Officer.

Industrial Dispute No. 34 of 1998 (Central)

BETWEEN

The Senior Divisional Manager,
Life Insurance Corporation of India,
Divisional Office,
Thiruvananthapuram.

AND

The workman of the above concern represented by the
Secretary,
L.I.C. Employees' Union,
Thiruvananthapuram-695004.

REPRESENTATIONS:

Sri Lal George,
Advocate,
Lucky Star Building,
Market Road,
Ernakulam.

.. For Management

Sri P. N. Sukumaran,
General Secretary,
L.I.C. Employees' Union,
Thiruvananthapuram.

.. For Union

AWARD

The issue referred for adjudication to this court by the Government of India as per Order No. L-17012/12/95-IR (B-II) dated 21-4-98 is:

"Whether the action of the management of Life Insurance Corporation of India in not giving the grade/scale of pay applicable to Engineering Assistant Grade III to Shri Mohandas w.e.f. 27-9-87 is legal and justified? If not, to what relief the said workman is entitled and from what date?"

2. The union filed claim statement making the following averments. Sri R. Mohandas, the workman involved in the dispute, joined the services of the management corporation on 14-2-1972 as a helper in the sub staff cadre. Then he possessed the following qualifications:

- (1) National Apprentice Certificate of three years course conducted by the Ministry of Labour, Employment and Rehabilitation.
- (2) Electrical Supervisor License issued by the Kerala State Electricity Licensing Board.
- (3) National Trade Certificate issued by National Council for Training in vocational Trades.
- (4) Wireman's Certificate issued by the Kerala State Electricity Licensing Board.
- (5) Practical experience undergone full-time apprenticeship for 13 years in Kerala State Electricity Board, Kollam Sub-Division.

As a result of repeated efforts, he was promoted as Electrician equivalent to the grade of driver w.e.f. 21-1-1984. But the post of helper vacancy consequent to his promotion was not filled up. In that circumstance, he was discharging the duties of both helper and electrician from 21-1-84. The Engineering Assistant Grade II was promoted and transferred on 26-9-1987, from which date onwards the workman was doing the duties of the said Engineering Assistant as well. After about 6 years, one lady was posted as Engineer Assistant Grade II mainly for the purpose of handling the project works. Thus the workman has been practically handling the entire electrical works in the 4 storeyed building of the Thiruvananthapuram Divisional Office of the L.I.C. of India single handedly without any additional remuneration. He is being paid the wages of an electrician only. His request for promotion to Engineering Assistant Grade III was turned down on the plea that the qualification required for promotion to that post is diploma in engineering. In fact, the qualifications possessed by the workman, if taken together are far more higher than the diploma in engineering for the limited purpose of promotion to the said post. The workman is entitled to a declaration that the qualifications possessed by him are equivalent to diploma in engineering. Even in the specialised institutions of electricity such as Kerala State Electricity Board, a certificate holder of Industrial Training Institute (ITI) is entitled to be promoted up to Assistant Engineer. It is therefore prayed that an award may be passed directing the management to promote the workman to the post of Engineering Assistant Grade III w.e.f. 27-9-87 or to grant scale of pay/grade equal to that post from 27-9-87.

3. The management filed written statement contending as follows: The workman was appointed by the management as a sub staff and posted as a helper to the Engineering Assistant. He joined duty on 14-2-1972. He had not submitted any certificate other than the national apprentice certificate at the time of appointment. After his promotion as electrician he did not perform the duties of helper. As on the date of his promotion there was no necessity for a helper to the electrician as all the works connected with the building of the Divisional Office was over by then. He has not been requested or authorised to perform the duties of any post other than that of the post he was/is holding. Promotion of Class III and Class IV employees to higher post in the management corporation is governed by the L.I.C. of India Class III and IV Employees (Promotion) Rules, 1987 duly notified by the Government of India. As per the said rules the minimum qualification for promotion to the

cadre of Engineering Assistant Grade III is diploma in engineering with 5 years service as electrician. National apprentice certificate possessed by the workman has not been recognised equivalent to diploma in engineering by any educational authority. The plea of the union that when different qualifications possessed by the workman are added together he is qualified for promotion is unsustainable and cannot be accepted. Since the workman does not possess the required qualification of diploma in engineering, his claim for promotion to the post of Engineering Assistant Grade III or grade/scale of pay equal to that post was rightly rejected by the management. The apprentice certificate, electrical supervisor license and wireman's certificate cannot be considered as equal to a diploma in engineering. The promotion rules mentioned above have the force of law and are to be implemented uniformly in all the offices of L.I.C. of India throughout the country. The workman is not eligible for any of the benefits/reliefs claimed. Hence it is prayed that an award may be passed declaring that the action of the management in not giving grade/scale of pay applicable to engineering assistant to the workman as claimed by the union is legal and justifiable and that the prayer of the union to declare the qualifications of the workman equivalent to diploma in engineering is inadmissible.

4. Union filed a rejoinder reiterating the averments in the claim statement and refuting the contentions of the management in the written statement.

5. The points that emerge for consideration are :

- (1) Whether there was denial of promotion to the workman?
- (2) Whether the workman is entitled to get promotion as Engineering Assistant Grade III w.e.f. 27-9-87 as claimed?
- (3) Whether the management is liable to give grade/scale of pay applicable to Engineering Assistant Grade III to the workman w.e.f. 27-9-87 as contended?

6. The evidence consists of the testimony of WW1 and Exts. W1 to W7, M1 and M2. Heard arguments from both sides and perused the argument notes submitted by the union.

7. Points 1 to 3 : The Life Insurance Corporation of India is the management. Sri R. Mohandas, the workman under reference entered the service of the management corporation as helper to Engineering Assistant on 14-2-1972. He was promoted to the post of electrician in the grade of driver w.e.f. 21-1-1984. His claim for promotion to the post of Engineering Assistant Grade III was rejected by the management on the ground that he does not possess the required qualification of diploma in engineering. His claim for grade/scale of pay equal to Engineering Assistant Grade III was also rejected by the management. His union intervened and raised an industrial dispute. The conciliation proceedings failed and consequently the reference has been necessitated.

8. The workman involved in the dispute has given evidence as WW1. Placing reliance on Exts. W1 to W7, he has sworn that he is entitled to be promoted to the post of Engineering Assistant Grade III. What is contended by the management is that promotions of Class III and IV employees are governed by the Life Insurance Corporation of India Class III and Class IV employees (Promotion) Rules 1987, in which an employee in the grade of electrician should have 5 years service as electrician and should possess a diploma in engineering for considering his case for promotion to the post of Engineering Assistant Grade III. According to the management, though the workman has the required service as electrician he does not possess a diploma in engineering and so he is not eligible for promotion to the said post. Ext. M1 is the booklet containing the L.I.C. of India Class III and Class IV employees promotion Rules, 1987 and the instructions for the implementation of the same. The conditions of eligibility for promotion to the various cadres are shown in the schedule to the promotion Rules. As serial No. 15 in the schedule the qualifications for promotion to the post of Engineering Assistant Grade III are prescribed as 5 years service and a diploma in engineering. Undoubtedly the said promotion rules have the force of law and must be implemented uniformly in all the offices of the management corporation. Admittedly the workman has not acquired diploma in engineering.

9. The definite case of the union is that diploma in engineering is inferior to the qualifications acquired by the workman as per Exts. W1, W3 and W4. Ext. W1 is the National Apprenticeship Certificate of 3 years course in the trade of Wireman obtained by the workman from the Government of India, Ministry of Labour, Employment and Rehabilitation. It is seen from Ext. W1 that the workman passed the concerned trade test conducted in September 1969. The union has been able to prove that as on the date of joining duty as helper in the cadre of sub staff in the management corporation, the workman had obtained Ext. W1 certificate. Ext. W2 Government order dated 6-7-1966 declares that the National Apprentice Certificate is a higher standard certificate than the National Trade Certificate awarded from Industrial Training Institute after 18 months training and equivalent to National Trade Certificate awarded from that institute after 2 years course with one year's experience. Relying on Exts. W3 and W4, it has been argued on behalf of the union that the workman has secured further qualifications entitling to be promoted to the post of Engineering Assistant. Ext. W3 is the permit for Electrical Supervisor Grade B competency certificate dated 16-12-1980 issued by the Kerala State Electricity Licensing Board to the workman. Ext. W4 is the permit for Electrical wireman issued by the Licensing board constituted by the Government of Kerala under the Indian Electricity Rules to the workman. This permit was issued on 11-3-1970 and renewed up to 10-3-1986 authorising the workman to carry out electrical wiring works. As WW1 the workman has deposed that if the qualifications acquired by him by virtue of Exts. W1, W3 and W4 are taken together, diploma in engineering is inferior to the said qualifications and that his qualifications shall be considered as equal to diploma in engineering for the purpose of giving promotion to the post of Engineering Assistant Grade III. Nothing is specified in Ext. W2 Government order that National Apprentice Certificate obtained from the Ministry of Labour, Employment and Rehabilitation is higher qualification than or equivalent to diploma in engineering. What is stated in Ext. W2 is that certificate of the nature of Ext. W1 is equal to National Trade Certificate Awarded by Industrial Training Institute after 2 years course with one year training. So Ext. W2 does not in any way held the case of the union that Ext. W1 certificate should be equated with diploma in engineering in the matter of giving promotion to the workman. I am unable to agree with the union that the workman has acquired qualification leading to diploma in engineering, if Exts. W1, W3 and W4 certificates are considered together. The assessment of different qualifications and declaration of its equality to diploma in engineering are not within the purview of this court. Those matters are to be considered by the appropriate educational authorities.

10. The union has contended that in other specialised institutions such as Kerala State Electricity Board, even a certificate holder of Industrial Training Institute is given promotion upto Assistant Engineer. Ext. W5 series, 3 in number are photocopy of the orders of the Kerala State Electricity Board dated 28-12-1967, 16-8-1973 and 21-1-1981 prescribing the qualifications for appointment to the post of first grade Overseers (Electrical) under that Board. As per these orders, the second grade overseers holding certificates of the nature of Ext. W1 with 5 years service are eligible for promotion to the post of first grade overseers. No doubt, Ext. W5 series orders of the Kerala State Electricity Board are not binding on the management corporation. So long as L.I.C. of India Class III and Class IV Employees (Promotion) Rules, 1987, duly notified by the Government of India is in existence the management cannot be blamed in having rejected the claim of the workman for his promotion to the post of Engineering Assistant Grade III.

11. Relying on the Supreme Court decision reported in AIR 1964 SC 737 (J.K. Cotton Spinning and Weaving Mills Co. Ltd. Vs. Labour Appellate Tribunal of India), it has been submitted on behalf of the union that considerations of social justice are relevant in dealing with industrial disputes. But in the instant case no social justice was denied to the workman while determining the scope of his promotion. The management has acted only in accordance with the prevailing statutory enactments.

12. The specific case of the union is that the electrical works in the L.I.C. Divisional Office, Thiruvananthapuram

were previously handled by an Engineering Assistant Grade II, one electrician and one helper to the electrician and that when the workman was promoted to the post of electrician, nobody was appointed as helper to him. The Engineering Assistant Grade II was in charge of the electrical works and the workman was working under him as electrician. The engineering assistant was promoted and transferred on 26-9-87 and so the workman has been performing the entire electrical works of helper, electrician and engineering assistant from 27-9-87 onwards. Only in 1993 a person was posted as Engineering Assistant Grade II who is handling the project works. According to the union, the workman is eligible for grade/scale of pay equal to that of an Engineering Assistant Grade III as he has been doing the entire electrical works in L.I.C. Divisional office, Thiruvananthapuram. It is contended by the management that since the construction of the buildings of the Divisional Office attained completion and all the electrical installations were completed, the service of an electrician alone was necessary and so the transfer and promotion of the Engineering Assistant has not affected the electrical works. The fact that the constructions of the buildings of the Divisional Office and electrical installations to it are over is not disputed. The newly appointed Engineering Assistant Grade II has been mainly attending project works.

13. The qualifications acquired by the workman as per Exts. W1, W3 and W4 have not been declared equivalent to diploma in engineering by any competent authority so far. Hence he is not having the required qualification of diploma in engineering to get promotion to the post of Engineering Assistant Grade III. The further claim of the union for grade/scale of pay to the said post on the ground that he has been doing the entire electrical works of L.I.C. Divisional Office, Thiruvananthapuram also deserves no favourable consideration. When the workman was examined in court, he has admitted that the excess electrical works are being done by outsiders on piece rate basis. In case he is subjected to perform works in excess of his ability and capacity, he is at liberty to approach the appropriate authority for adequate reliefs. In that event he is also eligible for over time wages and other benefits. His claim for promotion to the cadre of Engineering Assistant Grade III in the absence of prescribed qualifications or grade/scale of pay applicable to that post from 27-9-87 or any other date is unsustainable and untenable. The action of the management in denying promotion and not giving grade/scale of pay applicable to the said post is justified. The points are answered as indicated above.

In the result, the reference is answered holding that the action of the management in denying promotion to the workman to the post of Engineering Assistant Grade III or in not giving the grade/scale of pay applicable to that post to him is legal and justified. The workman is not entitled to any relief.

Dictated to the Confidential Assistant transcribed and typed out by her corrected by me and passed this the 11th day of December, 2000.

D. MOHANARAJAN, Presiding Officer

Ernakulam.

APPENDIX

Witness examined on the side of the management: Nil

Witness examined on the side of the workman:

WW1—Sri R. Mohandas.

Exhibits marked on the side of the management:

Ext. M1—Booklet containing the L.I.C. of India, Class III and IV Employees' promotion Rules 1987.

Ext. M2—True photo copy of Application form of service certificate of Life Insurance Corporation of India.

Exhibits marked on the side of the workman:

Ext. W1—National Apprenticeship certificate of National Council for training in Vocational Trades.

Ext. W2—Abstract of Kerala Government National Apprenticeship certificate—recognition of orders.

Ext. W3—Identity Card of Kerala State Electricity Licensing Board.

Ext. W4—Identity card of permit for electrical wireman.

W5 (series)—True copy of Kerala State Electricity Board abstract—recruitment—I Grade Overseer dated 28-12-1967.

W5 (a)—True copy of K.S.E.B. abstract Rules promotion 1st grade overseer (Electrical).

W5 (b)—True copy of K.S.E.B. abstract recruitment rules for method of appointment.

Ext. W6—Letter to the Asstt. Labour Commissioner (Central) Trivandrum by the Senior Divisional Manager of L.I.C. of India, Trivandrum Division.

Ext. W7—Certificate issued by Assistant Divisional Manager to R. Mohan Das.

नई दिल्ली, 24 जनवरी, 2001

का. भा. 387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबन्धन के संबंध नियोजकों और उनके कार्गारों के बीच, अनुबंध में निम्न औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-2001 को प्राप्त हुआ था।

[सं. एल-12011/30/2000—आई आर (बी-II)]

सी. गंगाधरन, प्रवर सचिव

New Delhi, the 24th January, 2001

S.O. 387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 23-1-2001.

[No. L-12011/30/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday the 17th January, 2001

PRESENT:

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 26/2000

[In the matter of the dispute for adjudication under Section 10(1)(d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 between the Claimant and the Management of Vijaya Bank, Chennai.]

BETWEEN

The Joint Secretary,
Vijaya Bank Workers Orgn.,
Chennai.

Claimant/I Party.

AND

The General Manager,
Vijaya Bank,
Chennai.

Management/II Party

APPEARANCES :

For the Workman : Mr. S. D. Srinivasan, Asstt. Regional Secy. of I Party Union.

For the Management : M/s. P. S. Raman, P. R. Raman and S. Aravamudhan, Advocates.

REFERENCE :

Order No. L-12011/30/2000/IR (B-II) dated 23-6-2000, Ministry of Labour, New Delhi.

This dispute on coming up before me for final hearing on 19-12-2000. Upon perusing the reference, claim statement, counter statement, rejoinder and other material papers on record, oral evidence of the Management witness and documentary evidence of the I Party and upon hearing the arguments of the representative of the first party, Shri S. D. Srinivasan and the counsel for the Management, Shri S. Aravamudhan and this dispute having stood over till this date for consideration, this Tribunal passed the following :—

AWARD

This reference by Central Government in the exercise of their powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947. In respect of dispute between workman, Part-time Sweepers and the Dy. General Manager, Vijaya Bank, Chennai, Management mentioned as Schedule to appended to the order of reference :—

The Schedule reads as follows :—

"Whether the action of the management of Vijaya Bank, Zonal Office, Chennai in not considering Shri S. Ajith Kumar, Shri S. Surendran, Shri S. Arunachalam, Smt. P. Indragandhi, Smt. V. Muthulakshmi, and Shri P. Jeeva Surendran working as part-time sweepers for the post of permanent part-time sweeper is justified? If not, what relief the concerned workmen are entitled to?"

On receipt of this reference, this Industrial Dispute has been taken on file of this Tribunal on 27-7-2000 as Industrial Dispute No. 26/2000. On receipt of the notice from this Tribunal, the I Party through its representative and the II Party through their counsel appeared and filed their respective claim statement and counter statement. The I Party has also filed a rejoinder to the counter statement.

2. The averments of the claim statement of the Claimant/I Party are briefly as follows :—

The I Party, Vijaya Bank Workers Orgn., Chennai (hereinafter mentioned as the Petitioner) is a registered trade union recognised by the II Party Bank representing the majority of workmen in the II Party Bank (hereinafter mentioned as the Respondent). The dispute arose out of the wrongful and unilateral decision of the Management of the Respondent Bank in not providing an opportunity to the temporary part-time sweeper numbering about 6, who have worked in the Nagercoil Branch of the Respondent Branch for considering them for the permanent post of part-time sweeper, when the Bank Management decided to fill the above said permanent vacancy. The 6 temporary part-time sweepers viz., Shri S. Ajithkumar, Shri S. Surendran, Shri S. Arunachalam, Smt. P. Indragandhi, Smt. V. Muthulakshmi and Shri P. Jeeva have been engaged by the Respondent Bank at the Nagercoil Branch on rotational basis for various periods with intermittent breaks. All these workmen have been duly sponsored by the District Employment Officer vide their letter dated 22-1-1997 containing a list of 21 candidates. Out of them, these 6 workmen were selected for the post of temporary part-time sweeper through a process of an interview held on 7-3-1997 at the Branch. The said post has been duly reserved for SC Category and all the six employees belong to Scheduled Caste. The 6 workmen worked as part-time sweepers during a period between 1997 and 1999 as Shri Ajithkumar for 190 days, Shri S. Surendran for 213 days, Shri S. Arunachalam for 55 days, Smt. P. Indragandhi for 138 days, Smt. V. Muthulakshmi for 175 days and Shri P. Jeeva for 178 days. The Respondent Bank continues to engage these 6 employees on rotational basis even now at the Branch. The Branch Manager of the Nagercoil Branch of the Respondent Bank while submitting the requisition form

to be used when calling for applications from the Employment Exchange, has clearly notified that the said vacancy of part-time sweeper as one reserved for Scheduled Caste. Pursuant to engaging the 6 workmen employees as temporary part-time sweeper against the permanent vacancy at the Nagercoil Branch of the Respondent Bank, for various periods the Respondent Bank submitted a fresh requisition form for recruitment through employment exchange calling for fresh list of candidates to fill the permanent post of part-time sweepers. In the process, the temporary services rendered by these 6 workmen have not been taken into consideration at all by the Management of the Respondent Bank. It is unreasonable and unjust. It was in breach of para 20.8 of the first bipartite settlement dated 19-10-1966 governing the service conditions of workmen in the Banking Industry. Thus serious prejudice has been caused to these 6 workmen. In terms of para 20.12 of the first bipartite settlement, the Respondent Bank ought to have accorded equal opportunity and same type of preference to the 6 candidates in the proposed interview to be conducted Bank at that relevant point of time. But the same was not complied with by the Respondent Bank. Even though these 6 workmen are duly qualified and meet all the requirements of the Respondent Bank having been selected through the employment exchange, the action of the Respondent Bank in rejecting their candidature and not calling them for their interview to fill the permanent vacancy amounts to serious infringement of the provisions of the bipartite settlement. Aggrieved by that attitude of the Bank the petitioner Union raised an Industrial Dispute before the Asstt. Labour Commissioner (C), Madurai. Since the conciliation ended in failure, he sent a failure of conciliation report to the Ministry of Labour, which in turn referred this dispute to this Tribunal for adjudication. Therefore it is prayed that this Honourable Tribunal may be pleased to hold that the Respondent Bank is not justified in denying the opportunity to the 6 workmen concerned by not considering them for the post of permanent part-time sweeper and to direct the Respondent Bank to consider these 6 workmen for that post at Nagercoil Branch and to pass an award accordingly together with cost.

3. The averments in the counter statement of II Party Management/Respondent are as follows :—

The service conditions of the award staff in the Bank are governed by Shastri Award as modified by Desai Award and subsequent bipartite settlements entered into between I.V.A. and Central Unions at apex level. Para 20.7 of the first bipartite settlement deals with temporary employees. As per that provision temporary employee will mean a workman who has been appointed for a limited period of work, which is of essentially temporary nature or who is employed temporarily as an additional workmen in connection with the temporary increase in work of the permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of particular permanent workman. Based on the said provision, the workmen concerned in this dispute were engaged as temporary part-time sweepers on pro-rata daily wages. The permanent vacancy of part-time sweeper at Nagercoil Branch had fallen vacant subsequent to promotion of the then part-time sweeper to the cadre of Peon. The recruitment restriction imposed by the Government of India and Reserve Bank of India have been in force for last several years. That apart, the Government of India and Reserve Bank of India have imposed total ban on recruitment in the Bank during later part of 1996 which was in force till the end of 1997. Under the circumstances, there is no other alternative but to engage temporary employees as part-time sweeper for short durations which is legally permissible. These 6 workmen were temporarily engaged from time to time for a specific period. On expiry of the specified period, their services come to an end and as such they cannot claim permanent employment in the Bank. All the 6 workmen could not be taken for the single vacancy and strictly speaking, they are not workmen. The employees who enjoy the status of the post as per statutes, awards and bipartite settlements only can be considered as workmen. Therefore all the 6 concerned workmen are not the employees of the Bank. The temporary employees engaged without following the recruitment rules cannot put forth a contention for permanent appointment in the Bank. The courts have held that the Tribunal cannot create a new condition of service or alter existing conditions of service, when conditions of service are governed by law and make an

award directing the employer to regulate the service of its workmen otherwise than in accordance with the statutory provisions of law. Hence this Tribunal is not vested with the power to interfere/alter/substitute and modify the existing awards bipartite settlement governing the parties unless and until the employer and the union have altered the position on a negotiation table. So, all the concerned 6 persons have no right to raise a dispute at all either individually or through the Union. Moreover the Petitioner Union is not vested with the right to sponsor these workmen's cause raising an Industrial Dispute. The union has erroneously stated in the claim statement that the post of part-time sweeper has been reserved for SC Category. The requisition form referred to in the para 6 of the claim petition, pertain to temporary vacancy only and not for permanent vacancy. The vacancies in the Bank are identified as per the reservation policy for the State as a whole and not based on individual branches. In the claim statement, the Union has quoted para 20.12 of the bipartite settlement erroneously. It is not applicable to the facts of this case. Hence the 6 workmen for whom the Union is representing are not eligible for any relief claimed. Therefore it is prayed that this Honorable Tribunal may be pleased to dismiss this claim with cost.

4. The Petitioner Union has filed a rejoinder. The averments in the rejoinder are briefly as follows:—

The contention of the Respondent Bank that the vacancy has been reserved for SC Category only for temporary vacancy and not for permanent post is neither acceptable nor convincing. The Branch Manager's recommendation while calling for candidates from District Employment Exchange at the time of engaging temporary candidates bears a clear testimony that the vacancy is reserved for SC Category. At Nagercoil Branch, of the Respondent Bank originally one Shri Esakkimuthu had been working as part-time sweeper, since 13-12-86 and belong to SC Cadre. The said employee during 24th November, 1995 has been promoted to full-time Peons cadre and posted to Tuticorin Branch. Hence the vacancy arose in the said branch. Therefore the Respondent are estopped from putting forth a contention that the said vacancy is for OBC Category. The provisions of bipartite settlement which is continued to be binding on the Respondent Bank as it is one of the parties to the settlement dated 19-10-1966. Hence it is prayed that this Tribunal may be pleased to pass orders to the effect to consider the past services of these 6 workmen at the Nagercoil Branch by the Respondent Bank for the appointment to the post of Sweeper and pass an award accordingly.

5. The Points for my consideration is:—

"Whether the action of the management of Vijaya Bank, Zonal Office, Chennai in not considering Sh. S. Ajith Kumar, Shri S. Surendran, Shri S. Arunachalam, Smt. P. Indiragandhi, Smt. V. Muthalakshmi and Shri P. Jeeva Surendyan working as part-time sweepers for the post of permanent part-time sweeper is justified? If not, what relief the concerned workmen are entitled to?"

Point:

The Petitioner Union which espousing the cause of the six workmen concerned has averred all through the claim statement that in the Nagercoil Branch of the Respondent Bank there is one permanent post of part-time sweeper and it became vacant subsequent to promotion of the part-time sweeper who was working at the branch to the cadre of peon. It is admitted by the Respondent Management in their counter as well as through their witness, the then Branch Manager of Nagercoil Branch who is examined as M.W.1. It is the common version of both the parties that for part-time sweeper post a list of person was asked for by the Branch Manager from the Employment Exchange and from the list he received from Employment Exchange, he has chosen the concerned six persons for giving them employment on rotation basis. M.W.1 also has deposed so. He has admitted in cross examination that he sent the required form with particulars for calling for application as an annexure, to his letter dated 3-12-96, to the District Employment Officer, Nagercoil and the xerox copies of those letters are Exs. W1 and W2. It is also admitted that the concerned six workmen were appointed by M.W.1 after he selected them in the interview he conducted and they were engaged by him for this bank branch for part-time sweeper work. They were

chosen by M.W.1 to give that employment on rotation basis. From this it is clear that M.W.1 had made temporary arrangement for the sweeper work of the branch for only two hours per day. It is the evidence of M.W.1, as stated by the Respondent in their counter that they are not regular employees of the Bank. It is also the admission of the witness M.W.1 that the letters dated 26-2-97 were sent to four of these six workmen concerned for the interview and the xerox copies of these four letters are Ex. W3 series. From this it is evident that for one post of part-time sweeper in the Branch, M.W.1 has given them opportunity to work in that post temporarily on rotation basis and it is not in accordance with any fixed rules or guidelines for recruitment by the Respondent Bank Management. So under such circumstances the Bank Management cannot provide the job of permanent part-time sweeper for all the concerned six workmen for the said one vacant post available in Nagercoil Branch of the Bank.

6. It is not denied that the said part-time sweeper post was held by Shri Esakkimuthu prior to his promotion to the post of subordinate staff during the year 1995, and he belongs to SC Category and all the concerned six workmen also belong to SC Category. The present vacant post of permanent part-time sweeper of Nagercoil Branch is not exclusively allotted for SC Category candidates. It is no body's case also. It cannot be disputed that the concerned Branch Manager is not empowered to appoint a person of his choice in that permanent part-time sweeper post and he is obliged to follow the rules and guidelines prescribed by the Management for the same. It is the contention of the Respondent that the appointing authority is the personnel deptt. (HRD), Chief Manager of Zonal Office. The learned counsel for the Respondent has referred in his argument, a xerox copy of the document dated 30-3-98, as inter office memo—a memo sent by General Manager, Zonal Office, Chennai, marking copy to each of the four Branch Managers inclusive of Nagercoil Branch and has stated that the procedure to be followed for filling up the vacancy of part-time sweeper of the concerned branch has been mentioned and it cannot be violated. This is not disputed by the representative of the Petitioner Union, who represents the Petitioner in this case. It is evident from that inter office memo that the present vacancy in the post of permanent part-time sweeper in the Nagercoil Branch of the Bank is not exclusively allotted for the SC Category candidates. The concerned six workmen are belonged to SC Category. So from this it is seen that the action of the Management in non-considering the concerned six workmen cannot be said as unjustified.

7. The learned counsel for the Respondent has argued that the Tribunal has no jurisdiction to deal with matters covered by law and to make an award directing employer to regulate conditions of service of its workman otherwise than in accordance with statutory provisions of law. He relied upon the decision of the Karnataka High Court reported as 1998 1 LLN 771 "Mangalore University Non-teaching Employees Association Vs. Mangalore University and another". That decision of the Honourable High Court of Karnataka is quite applicable to this case. Further it is the contention of the learned counsel for the Respondent that a person appointed for a short term as an ad hoc appointment cannot claim as a right to be appointed as a permanent employee. He relied upon a decision of High Court of Gujarat reported as 1987 1 LLJ 447—"Patel Evelin Ranchhodbhai Vs. Gujarat Ayurved University, Jamnagar". It is held by High Court of Gujarat in that case as follows:—

"For a post where there are recruitment rules which provide that recruitment shall be in accordance with rules by a selection committee. It cannot be said that the person who is appointed purely as ad hoc basis without following the proper procedure would get a right to be appointed permanently on that post. If this contention is accepted, the rules would become mandatory and the department can favour any person without following any procedure or rules. That would lead to arbitrariness."

8. It cannot be denied that these six workmen are not selected in the manner in which regular employees are selected. The learned counsel for Respondent has put forth an argument that the Honourable Supreme Court of India in "Union of India Vs. Hargopal" reported as 1987 II LLN 20 has upheld the validity of the rules framed by the

Government of India. So, the temporary employees engaged without following the recruitment rules cannot put forth a contention for permanent appointment in the Bank. This argument of the learned counsel is acceptable. It cannot be said as fallacious.

In view of these conclusion it can be held that the action of the Management is justified in not considering the concerned six workmen for the post of permanent part-time sweeper is justified. Thus I answer the point accordingly.

In the result an award is passed holding that the 6 workmen concerned are not entitled any relief as the action of the management of Vijaya Bank, Zonal Office, Chennai against them is justified. No cost.

Dictated to the Typist, typed by her direct, corrected and pronounced in the open court this day the 17th January, 2001.

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For Claimant/I Party—None.

For Management/II Party—M.W.1, Shri V. Vijayakumar

Documents Marked :

Ex. No.	Date	Description
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For Claimant/I Party :

W1 03-12-1996—Xerox copy of Bank's Notification to District Employment Exchange, Nagercoil.

W2 09-01-1997—Xerox copy of Bank's request letter to District Employment Exchange, Nagercoil.

W3(1) 26-02-1997—Xerox copy of Bank's interview call letter to S. Ajith Kumar.

W3(2) 26-02-1997—Xerox copy of Bank's interview call letter to S. Surendran.

W3(3) 26-02-1997—Xerox copy of Bank's interview call letter to T. Indiragandhi.

W3(4) 26-02-1997—Xerox copy of Bank's interview call letter to V. Muthulakshmi.

For Repondent/II Party—Nil.

नई दिल्ली, 1 फरवरी, 2001

का.आ. 388.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था ।

[सं.एल.-12012/278/97-आई.आर. (बी-II)]

सी. गंगाधरण, प्रवर सचिव

New Delhi, the 1st February, 2001

S.O. 388.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 1-2-2001.

[No. L-12012/278/97-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 130/98

In the matter of dispute between
The General Secretary,
Bank of Baroda Staff Association UP
Madhav Bhavan, Civil Lines,
Kanpur

AND

The Regional Manager
Bank of Baroda
Regional Office,
Lanka Varansai

AWARD

1. Central Government, Ministry of Labour vide its notification No. L-12012/278/97/IR(B-II) dated 20-7-98, has referred the following dispute for adjudication to this Tribunal

Whether the action of the management of Bank of Baroda for not giving the Cash Peon post to Shri Jai Ram Bansfor is legal and justified. If not to what relief the said workman is entitled ?

2. Sri Munna Lal Gupta, General Secretary Bank of Baroda Staff Association filed statement of claim on behalf of the concerned workman Sr Jai Ram Bansfor. The management has filed written statement against that statement of claim and As socation has filed rejoinder against that written statement. During the pendency of this case the concerned workman died on 3-7-2000. The management moved application dated 7-12-2000 to the effect that the concerned workman has died hence the relief claimed cannot be granted to any one after the death of the concerned workman, hence the case should be dropped and a no claim award may be passed in the interest of justice. The management has filed the copy of the death certificate dated 14-7-2000 issued by the competent authority to the effect that the concerned workman died on 3-7-2000. The authorised representative for the workman has appeared and has accepted the fact that the concerned workman has died during the pendency of this case. He has also made an endorsement on the statement of claim that now it is not pressed.

3. In view of the statement made by the authorised representative for the workman, I have no option but to hold that the concerned workman who has died is not entitled to get any relief in pursuance of the reference made to this Tribunal.

4. Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

Dated 25th January, 2001.

नई दिल्ली, 1 फरवरी, 2001

का.प्र. 389— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2001 को प्राप्त हुआ था।

[सं.एल.-12012/261/91-आई.प्र. (बी-II)]

सी. गंगाधरन, श्रम सचिव

New Delhi, the 1st February, 2001

S.O. 389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 31-1-2001.

[No. L-12012/261/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI
Tuesday the 23rd January, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 43/2000

[In the matter of the dispute for adjudication under Section 10(1)(d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 between the workman and the management of Indian Bank, Chennai.]

BETWEEN

Shri A. Dhanushkodi.

Workman/I Party.

AND

The General Manager,
Indian Bank, Chennai.

Management/II Party.

APPEARANCE :

For the Workman : Shri L. N. Praghsham, Advocate.

For the Management : M/s. Aiyar and Dolia, Advocates.

REFERENCE :

Order No. L-12012/261/91-IR(B-II) dated 09-05-2000.
Government of India, Ministry of Labour, New Delhi.

This reference on coming up before me for final hearing on 11-01-2001, upon perusing the reference, claim statement, counter statement and other material papers on record, in the absence of any oral and documentary evidence on either side and upon hearing the arguments of the counsel for workman Shri L. N. Praghsham, Advocate and the counsel for the management, M/s. Aiyar and Dolia, Advocate and this dispute having stood over till this date for consideration, this Tribunal passed the following :—

AWARD

This reference by Central Government in the exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 in respect of dispute between Shri A. Dhanushkodi, workman and the General Manager, Indian Bank, Chennai, Management, mentioned as schedule appended to the order of reference.

The Schedule reads as follows :—

Whether the disengagement/discontinuance of Shri A. Dhanushkodi, Temporary Casual sub-staff by the management of Indian Bank is justified? If not, what relief is the said disputant entitled to?

On receipt of this reference, this Industrial Dispute has been taken on file of this Tribunal on 4-8-2000 as Industrial Dispute No. 43/2000. On receipt of the notice from this Tribunal, both the parties appeared through their counsel and filed their respective claim statement and counter statement.

2. The averments in the claim statement of the I Party workman are briefly as follows :—

The first party, claimant, workman (hereinafter mentioned as the Petitioner) was appointed as a temporary sub-staff in the leave vacancies of a permanent sub-staff on 18-04-1977, for nearly two and half years. The Petitioner had been carrying out his duties and responsibilities most diligently and efficiently without giving any room for any complaint what so ever. The Petitioner services were terminated on 24-09-1979, on the basis of certain criminal charges. Even in spite of clear acquittal by the Magistrate's Court, the Respondent Management had refused to reinstate the Petitioner. He made several representations to the Management for his reinstatement. No enquiry was conducted by the Management giving chance to the Petitioner to defend himself against the charges. Having no other alternative, the Petitioner raised an Industrial Dispute before the conciliation officer. Since it ended in failure, he sent a failure of conciliation report to the Government. In view of the Government declined to refer this matter for adjudication, as a dispute raised belatedly, on filing a W.P. No. 8556 of 1993, the Honourable High Court has directed the Government to refer this dispute. Accordingly, this reference is made by the Government by its order dated 9-5-2000. The alleged charge was that the Petitioner had made some withdrawals from a customer's account by means of forged cheques/pay order. In the criminal case No. 123/80, filed against the Petitioner, in pursuance of a complaint to the police, by the Respondent, the court was pleased to acquit the Petitioner. Even then the Management had refused to reinstate the Petitioner in service. Several representations made by the Petitioner to the Respondent Management, were not considered. To find out the truth in the alleged charges of misconduct against the Petitioner, no enquiry was conducted by the Management. So the principles of natural justice have been violated. The Respondent Management had not complied with the provisions of the Act, which are mandatory. Hence the order of termination in vitiated and null and void. So the Petitioner is entitled to be reinstated with full back wages and continuity of service. Hence this Honourable Tribunal may be pleased to pass an award favouring the Petitioner in reinstatement with full back wages and attendant benefits by giving a direction to that effect to the Respondent Management.

3. The averments in the counter filed by the II Party's Management are briefly as follows :—

The Petitioner was engaged during the years between 1977 to 1979 in leave vacancies, on casual basis, and as a temporary sub-staff, when the permanent sub-staff goes on leave. He was engaged on day to day basis outside the purview of the regular establishment of the Bank. He was paid daily wages for the days on which he was engaged. He withdraw money from customer's account by means of a forged cheque/pay order. It came to light during 1979. This he did when he was working on casual basis. So he was not given work further. On a complaint by the Bank, the police instituted a criminal case against him. On account of technicalities pertaining to criminal law, he might have been acquitted by the criminal court. But fact remains that he indulged in fraudulent acts which contrained the Management to lose confidence in him. The Petitioner's integrity and

honesty was highly doubtful. His continuance would have definitely lowered the image of the bank in the eye of the customers/public. He was never appointed to any regular post of sub-staff to say that he was terminated from service. He never had the status of the Bank's employee at any point of time. Since he indulged in fraudulent acts even when he was engaged on casual day to day basis, his casual engagement was discontinued with effect from 24-09-79. So the question of holding enquiry against the Petitioner, who did not belong to the regular establishment of the bank did not arise. There is no violation of natural justice. It is incorrect to allege that he was retrenched. The provisions of Sec. 25F and 25H of Industrial Disputes Act, 1947 have no application to the facts of the case. During the period between 1977 and 24-09-1979, he had never worked for 240 days, in the preceding twelve calendar months. The Petitioner is not entitled to stake his claim for reinstatement and his disengagement is legal, valid and justified. Hence, this Honourable Tribunal may be pleased to dismiss the claim of the Petitioner.

4. When the matter was taken up for enquiry, the counsel on either side represented that they have no oral or documentary evidence. Arguments advanced by the learned counsel on either side was heard.

5. The point for my consideration is:—

Whether the disengagement/discontinuance of Shri A. Dhanushkodi, Temporary casual sub-staff by the Management of Indian Bank is justified? If not, what relief is the said disputant entitled to?

Point: It is admitted that the Petitioner was working as a temporary sub-staff in the leave vacancies, when the permanent sub-staff goes on leave. It is alleged in the counter statement of the Respondent that the Petitioner was working on casual basis and while he was working so he was paid daily wages. It is further alleged in the counter of the Respondent that he was engaged on day to day basis outside the purview of the regular establishment of the Bank and that he withdraw money from customer's account by means of forged cheque/pay order and a criminal case was instituted against the Petitioner by the police on the complaint preferred by the Bank and the criminal court has acquitted the Petitioner. All these are not disputed by the Petitioner. On the other hand, it is the admission of the Petitioner that his services were terminated on 24-09-1979 on the basis of certain criminal charges. Though it has been mentioned by the Petitioner that the criminal court was pleased to acquit him, it is not his specific averment in the petition that he has not withdrawn the money from the customer's account by means of a forged cheque and the Respondent Bank has preferred a false complaint for the police to foist a false criminal case against him. The contention of the Respondent Bank in the Counter Statement that on account of technicalities pertaining to criminal law, the Petitioner might have been acquitted by the criminal court, is not denied or disputed by the Petitioner by filing any reply statement. The fact that the Petitioner indulged in fraudulent act as alleged by the Respondent Bank is not denied by the Petitioner as false. It is not his contention that he never indulged in the alleged fraudulent act. Under such circumstances, it cannot be said that the averment of the Respondent Bank in its counter statement, that the Management was constrained to lose confidence in him, since, he indulged in fraudulent acts even while he being engaged on casual basis, is incorrect or unacceptable.

From the facts available, it is seen that the Petitioner was never employed as a regular staff in a permanent vacancy of a sub-staff post in the Respondent Bank. It is also not the case of the Petitioner that he was given appointment by the Respondent Bank by the competent appointing authority by following the appointment procedure prescribed in the rules. So, there is no question of termination of service of the Petitioner by the Respondent Bank on 24-09-1979 as alleged in the petition. From the admission of the Petitioner in his claim statement that he worked as a temporary sub-staff in the leave vacancies of a permanent sub-staff, clearly shows that he worked as a temporary casual sub-staff in the Respondent Bank. Under such circumstances, the averment of the Petitioner in his claim statement that he was not given chance to defend himself against the charges, since no enquiry was conducted by the Management is not correct. In view of the undisputed facts and circumstances of the case, the

Respondent Bank Management is not bound to hold an enquiry as per any rules or administrative provisions. It is also not the case of the Petitioner that the action of the Management is against any Bipartite Settlement or violation of prescribed rules of administration by the Management. So from the above discussion, I come to the conclusion that the Indian Bank Management's disengagement/discontinuance of Shri A. Dhanushkodi, Temporary casual sub-staff is justified and hence the said disputant is not entitled to any relief. Thus I answer the point accordingly.

In the result an award is passed holding that the Petitioner Shri A. Dhanushkodi is not entitled to any relief as prayed for. No cost.

Dictated to the typist and typed by her direct and corrected and pronounced by me in the open court on this day the 23rd January, 2001.

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:

On either side: None.

Documents Marked:

On either side: Nil.

नई दिल्ली, 1 फरवरी, 2001

का.प्रा. 390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-2001 को प्राप्त हुआ था।

[सं.एल.-12012/252/93-आई.प्रार. (बी-II)]

सी. गंगाधरण, अव्वर सचिव

New Delhi, the 1st February, 2001

S.O. 390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 31-1-2001.

[No. L-12012/252/93-IR(B-ID)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI B. L. JATAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

No. ID 73/94

Madan Ram, C/o
President,
Central Bank of India Employees Union,
129, Lal Kurti,
Ambala-133001.

Versus

Regional Manager,
Central Bank of India,
Regional Office,
105, Metro Motor Building,
Ambala Cantt.

REPRESENTATIVES:

For the workman: Shri B. S. Gill.

For the management: Shri D. K. Chadha.

AWARD

Dated : 19th December, 2000

The Central Government vide Gazette Notification No. L-12012/252/93-IR(B-2) dated 26th July, 1994 has referred the following dispute to this Tribunal for adjudication :

"Whether the demand of CBI Employees Union, Haryana on the management of Central Bank of India, Ambala for designation of Shri Madan Ram, Peon as Bill Collector and payment of Special Allowance to him w.e.f. 26-3-1991 is justified? If so, what relief is the said workman entitled to?"

2. Today the case was fixed for filing of affidavit by the workman. Today rep. of the workman appeared and made the statement that the workman is not interested to pursue with the present reference. He has also filed an application to this effect on behalf of the workman. In view of the above, the present reference is returned to the Ministry as No dispute award as there exist no dispute with the Management. Appropriate Government be informed.

B. L. JATAV, Presiding Officer

Chandigarh,

19-12-2000.

नई दिल्ली, 1 फरवरी, 2001

का.अ. 391:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था।

[सं.एल.-12012/189/95-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 1st February, 2001

S.O. 391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 1-2-2001.

[No. L-12012/189/95-IR(B-II)]

C GANGADHARAN, Under Secy

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SARVODAYA NAGAR,
KANPUR

Industrial Dispute No. 122/96

In the matter of dispute:

BETWEEN

General Secretary,
Union Bank Employees Union,
628/M-33 Murari Nagar,
Faizabad Road,
Lucknow.

AND

General Manager,
Union Bank of India,
Taksal Theatre Building,
Nadesar, Varanasi.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/189/95-IR(B-2) dated 26-11-96, has referred the following dispute for adjudication to this tribunal—

"Whether the action of the management of Union Bank of India in terminating the services of Sri Basant Kumar Pandey a casual/part time worker of their Maunath Bhanjan Branch in U.P. in 1993 is justified? If not, to what relief the workman is entitled?"

2. Basant Kumar Pandey, the concerned workman in his claim statement has alleged that he was employed by the General Manager, Union Bank of India, Varanasi as sub staff at Maunath Bhanjan Branch of the bank. The work and conduct of the concerned workman was good and he has never given any chance of complaint. The management without any rhyme or reason terminated his services with effect from September, 1993. His services were terminated verbally by the branch manager of Maunath Bhanjan Branch of Union Bank of India, who had no authority to do so. He was kept on daily wage basis. The termination of his service was made in violation of provisions of section 25F of the I.D. Act because neither notice pay nor retrenchment compensation was paid to him before termination of his service, hence termination of his service is illegal, null and void. On the basis of these allegations he has prayed that he may be reinstated in service with back wages.

3. The management of Union Bank of India has alleged that Basant Kumar Pandey was not employed by the bank in any capacity and relationship of master and servant never existed between him and the bank. It has been alleged that he was operator of generator which was provided to the bank by Sri A. K. Sharma. Sri A. K. Sharma paid Rs. 150 per month to him as remuneration. It has been alleged that as casual labour he was engaged by the bank for lifting or fetching water for which wages were paid to him for part-time engagement. He was engaged on short term casual work due to exigency and urgency of work for which wages were paid to him. The bank was not expected to make compliance of provisions of Industrial Disputes Act for not engaging him further as a casual labour. It has been alleged that reference made to this tribunal is bad and the concerned workman is not entitled to get any relief in pursuance of this reference.

4. The workman has filed rejoinder in which he has reiterated the facts alleged in the statement of claim.

5. The workman has examined himself as W.W. 1 and filed one document Ext. W-1 in support of his case. The management has examined Sri Lalit Mohan Sharma as M.W. 1 and has filed 29 documents marked Ext. M-1 to M-29 in support of its case.

6. I have heard the representatives of both the sides and have gone through the record of the case.

7. Sri Basant Kumar W.W. 1 stated on oath that he worked as peon in Maunath Bhanjan Branch of the bank from 6-10-92 to 21-8-93 continuously and his services were terminated without giving him notice or retrenchment compensation. He admitted in his cross-examination that he was never given any appointment letter and no orders were passed for termination of his services. He admitted that he was getting only Rs. 50 per month for fetching water for the staff of the bank. On the other hand Sri Lalit Mohan Sharma, M.W. 1 clearly stated on oath that he was the branch manager of Union Bank of India, Maunath Bhanjan Branch, from August 92 to June 94. He stated on oath that during that time the workman concerned worked as operator of the generator provided to the bank by Sri A. K. Sharma and he was employed by A. K. Sharma and not by the bank. He further stated that when there was temporary need the concerned workman was engaged as casual labour and labour

charges were paid to him accordingly. He stated that vouchers Ext. M-2 to M-29 related to the labour charges paid to the concerned workman. This witness was not cross examined at all on the point that the concerned workman was an employee of A. K. Sharma, the owner of the generator which was operated by the concerned workman. He was also not cross examined on the point that he was engaged as a casual labour by the branch manager of Union Bank of India, Maunath Bhanjan Branch and was paid labour charges accordingly. On the other hand the letter of the branch manager of Maunath Bhanjan Branch of Union Bank of India addressed to the General Manager of Union Bank of India, Varanasi, Ext. M-1 indicates that the concerned workman was engaged on various dates as a casual labour and labour charges were paid to him accordingly. This supports the admission of the concerned workman that he was paid only Rs. 50 per month for providing water to the staff of the bank. The vouchers Ext. M-3 to M-29 indicates that the concerned workman was paid labour charges for fetching goods from the market and also for fetching water and supplying the same to the staff of the branch and was paid wages accordingly. The certificate dated 16-1-95 issued by Sri A. K. Sharma Ext. M-2 goes to show that the concerned workman was engaged by him for about 2 and half years as generator operator and he was paid wages at the rate of Rs. 150 per month by him. In view of aforesaid evidence on the record, I am inclined to believe the case of the management that the workman was working as generator operator of Sri A. K. Sharma at the branch of the bank and he some times worked as casual part time labourer in the bank for which wages were paid to him by the bank through vouchers. Admittedly no appointment order was issued by the competent authority in favour of the concerned workman giving him appointment on the post of peon. There is nothing on record to show that he was ever selected for the post of peon according to the rules and was appointed against the post of peon by the competent authority. In these circumstances, I find force in the contention of the management that the concerned workman could never get the status of an employee of the bank and was not entitled to get protection of the provisions of section 25F of the Act.

8. In a similar case of Manager, State Bank of Indore versus Presiding Officer, Central Government Industrial Tribunal and others 1990(60) FLR 672 Hon'ble High Court of Allahabad has held as under—

In the absence of any appointment order there cannot be any termination, nor it can be alleged that termination is bad. Para 495 of the Shastri Award clearly indicates the terms in which the appointment is to be made that is by a written order and when appointment has not been made according to law a right cannot be claimed. Where a person has no right to a post or to a particular status but if the authority acts beyond its competence gives that person a status which it was not entitled to give he will not in law be deemed to have been validly appointed on the post or given the particular status.

9. In a similar case of State of U.P. Versus Labour Court Haldwani 1993(81)FLR 319 Hon'ble High Court of Allahabad has held as under—

For engaging a person casually on day to day basis the statutory rules are not required to be followed under which the posts have to be advertised and only the best from the market have to be picked up keeping in view reservation provided for certain classes. The every eligible person has an opportunity to participate in the recruitment process. This is not so in the case of daily wage in whose case even regulations regarding age medical fitness character etc. are not observed. Therefore, daily and casual workers who are engaged in disregard of all rules cannot be allowed to enter government service through the back door and the labour court cannot be allowed to be used as a legal means for such back door entry.

10. In a similar case of Himanshu Kumar Vidyarthi versus State of Bihar and others 1997(76)FLR 237, the Hon'ble Supreme Court has held as under—

Admittedly they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances, their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of retrenchment, therefore, cannot be stretched to such an extent as to cover these employees. Since they are only daily wage employees and have no right to the posts their disengagement is not arbitrary.

11. The law laid down in the cases cited above fully applies to the facts of the present case. As the present workman was engaged on the basis of need of the work as casual part time worker hence his disengagement cannot be treated to be retrenchment under the provisions of Industrial Disputes Act, therefore, hold that the concerned workman is not entitled to get protection of provisions of section 25F of the Act.

12. The very reference order shows that the concerned workman was casual/part time worker. The workman himself has admitted that he was getting Rs. 50 per month for fetching water to the bank. The details of his work as mentioned in Ext. M-1 show that he was part time casual worker and payments were made to him for the casual part time work done by him whenever he carried out the work for the staff of the bank. In these circumstances he cannot be held to be in continuous service of the bank. In Ram Lakhani Singh versus Labour Court Chandigarh 1990 LLR page 16 Punjab and Haryana High Court has held that the period during which the appellant worked as part time Mali could not be taken as continuous service in order to invoke the provisions of section 25F of the Act. In the present case the concerned workman has also been described as a casual part time worker, hence he could not be held to be in continuous service and was not entitled to get protection of the provisions of section 25F of the Act.

13. In view of above considerations I hold that the concerned workman was never in the employment of the bank and his disengagement from the casual work could not be held to be illegal and unjustified. I, therefore, hold that the concerned workman is not entitled to get any relief in pursuance of the reference made to this Tribunal.

14. Reference is decided accordingly against the concerned workman.

R. P. PANDEY, Presiding Officer

9-1-2001.

नई दिल्ली, 2 फरवरी, 2001

का.आ. 392 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था।

[सं.एल.-12012/379/97-आई.आर. (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 2nd February, 2001

S.O. 392.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employee in relation to the management of Central Bank of India.

and their workman, which was received by the Central Government on 1-2-2001.

[No. L-12012/379/97-1R(B-II)]

C. GANGADHARAN, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर ।

प्रकरण संख्या:-सी.जी.आई.टी./बी-13/98

आदेश संख्या:-एल-12012/379/97-आई.आर. (बी-II)
26-2-98

संयुक्त सचिव, राजस्थान सेन्ट्रल बैंक एम्पलाइज यूनियन,
जयपुर ।

—प्रार्थी यूनियन

बनाम

बरिष्ठ प्रबन्धक, सेन्ट्रल बैंक ऑफ इण्डिया, आकाशवाणी के
पास, एम.आई. रोड, जयपुर ।

—अप्रार्थी

उपस्थित:—

प्रार्थी की ओर से श्री पी. सी. स्वामी ।

अप्रार्थी की ओर से श्री आर. सी. पापड़ीवाल ।

पंचाट दिनांक:- 30-11-2000

पंचाट

केन्द्रीय सरकार के आदेश क्रमांक एल-12012/379/-
97-आई.आर. (बी-II) दिनांक 26-2-1998 के द्वारा
निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे
बाद में अधिनियम 1947 कहा गया है) की धारा 10 की
उपधारा (1) के खण्ड-घ के प्रावधानों के अन्तर्गत न्याय
निर्णयन हेतु निर्देशित किया गया :-

"Whether the action of the management of Central Bank of India, Jaipur is justified in terminating the services of Sh. Babulal, w.e.f. 22-1-96 as employed junior workman Sh. Tara Chand Sogra in his place without giving him any opportunity of employment in violation of sec. 25-H of ID Act, 1947? If not, to what relief the said workman is entitled and from what date?"

तत्पश्चात् आदेश क्रमांक:-एल-12012/379/97-आई.
आर. (बी-II) दिनांक 10-12-1999 के द्वारा उक्त निर्देश
के स्थान पर निम्न निर्देश प्रतिस्थापित किया गया :-

"Whether the action of the management of Central Bank of India, Jaipur is justified in terminating the services of Sh. Babu Lal w.e.f. 21-02-96 and employ junior workman Sh. Tara Chand Sogra in his place without giving him any opportunity of employment in violation of Sec. 25-H of ID Act, 1947? If not, to what relief the said workman is entitled and from what date?"

राजस्थान सेन्ट्रल बैंक एम्पलाइज यूनियन (जिसे बाद में
यूनियन कहा गया है) की ओर से स्टेटमेंट ऑफ क्लेम
प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि यूनियन
एक पंजीकृत मान्यता प्राप्त संगठन है। विपक्षी बैंक में चतुर्थ

श्रेणी कर्मचारी अंशकालीन श्रमिक तथा सफाई कर्मचारी आदि
अधिकांशतः यूनियन के सदस्य हैं। श्रमिक बाबूलाल (जिसे
बाद में श्रमिक कहा गया है) भी यूनियन का सदस्य
है। श्रमिक को अप्रार्थी संस्थान ने अपने मंखिक आदेश
से अपनी अधीनस्थ शाखा में रिक्त स्थाई चतुर्थ श्रेणी कर्म-
चारी के पद पर दिनांक 20-11-95 से नियोजित किया था
व तभी से वह लगातार उक्त पद पर कार्य कर रहा था
कि अप्रार्थी संस्थान ने अपने मंखिक आदेश दिनांक 21-2-96
के द्वारा उसे सेवा से अलग कर दिया। विपक्षी संस्थान ने
अपने अधीनस्थ शाखाओं/कार्यालयों को एक परिपत्र संख्या
क्षे.का./कामिक/94-95/5642, दिनांक 13-2-95 जारी
कर 60 दिन तक कार्य करने वाले दैनिक मजदूरी पर कार्य-
रत कामगारों का संकलन करने के लिए नाम मांगे थे।
श्रमिक ने दिनांक 10-1-97 को इस संबंध में आवेदन प्रस्तुत
किया था, परन्तु उसे नियुक्ति नहीं दी गई। उसने रविवार
व अवकाशों के दिनों का भुगतान करने की मांग भी की
थी परन्तु उस पर भी कोई विचार नहीं किया गया। यह
भी उल्लेख किया गया कि श्रमिक से जो कार्य लिया जाता
था वह कार्य समाप्त नहीं हुआ बल्कि वह कार्य आज भी
बदस्तूर बना हुआ है। श्रमिक को सेवा से पृथक करने के
एक सप्ताह पूर्व क्षेत्रीय स्तर पर कोई बरिष्ठता सूची जारी
नहीं की गई जबकि बैंक की अधीनस्थ शाखाओं में श्रमिक
से कनिष्ठ श्रमिक कार्य कर रहे थे। श्रमिक को सेवा से
पृथक करने के पश्चात् उसके स्थान पर ताराचन्द सोगरा
को नियोजित किया गया व तत्पश्चात् शैलेन्द्र गुजराती एवं
शक्तिमिह को सेवा से पृथक करने के बाद महेश
कुमार सैनी, राकेश शर्मा व समय-समय पर अन्य श्रमिक नियो-
जित किए गए, जो कार्य कर रहे हैं, परन्तु श्रमिक को पुनः
सेवा का अवसर नहीं दिया गया व इस प्रकार औद्योगिक
विवाद (केन्द्रीय) नियम 1957 के नियम 77, 78 का
उल्लंघन किया गया। श्रमिक को अधिनियम 1947 की
धारा 25-जी-एच व एने के प्रावधानों का लाभ न देकर
अनुचित श्रम व्यवहार कर श्रमिक को सेवा से पृथक किया
गया है। श्रमिक सेवा मुक्ति में बेरोजगार है। प्रार्थना की
गई कि श्रमिक की सेवामुक्ति को अनुचित तथा शून्य करार
दिया जावे व उसे पुनः पिछले वेतन व अन्य परिणामों सहित
सेवा में बहाल किया जाए।

अप्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम का जवाब
प्रस्तुत किया गया जिसमें उल्लेख किया गया कि प्रार्थी
यूनियन की तथा उसके सदस्यों के संबंध में उसे जानकारी
नहीं है। श्रमिक को दैनिक मजदूरी पर निश्चित अवधि के
लिए रखा गया था। उसने बैंक की एम. आई. रोड
शाखा में कुल 52 दिन तथा टोंक रोड शाखा में 2 दिन
इस प्रकार कुल 54 दिन अपने दैनिक वेतन पर पानी भरने
व सफाई करने का कार्य किया। श्रमिक जब बैंक में कार्यरत
था तब वह किसी यूनियन का सदस्य नहीं था व यूनियन
का श्रमिक के संबंध में आध्यात्मिक विवाद उठाने का कोई
अधिकार नहीं है। श्रमिक की नियुक्ति बरिष्ठ प्रबन्धक ने

कभी भी किसी भी शाखा में नहीं की। उसे दिनांक 20-11-95 से 19-1-96 की अवधि के लिए दैनिक वेतन पर आकस्मिक कार्य की आवश्यकता को देखते हुए आकस्मिक अस्थाई आर जी तौर पर शाखा प्रबन्धक ने कार्य बताया था व शाखा प्रबन्धक को चतुर्थ श्रेणी कर्मचारी की नियुक्ति का कोई अधिकार नहीं है। चतुर्थ श्रेणी कर्मचारी की नियुक्ति बैंक में सेवा नियमों के अन्तर्गत होती है व कथन प्रक्रिया के अनुसार नियुक्ति दी जाती है। श्रमिक ने एम. आई. रोड़ शाखा में दिनांक 20-11-95 से 19-1-96 तक कार्य किया व तत्पश्चात् एम. आई. रोड़ शाखा का कार्य छोड़कर टोंक रोड़ शाखा में दिनांक 19-2-96 से 20-2-96 तक कुल 2 दिन तक कार्य किया। दिनांक 19-1-96 के पश्चात् श्रमिक अप्रार्थी बैंक में कार्य करने नहीं आया। परिपत्र दिनांक 13-2-95 के आधार पर प्रार्थी को कोई नियुक्ति का अधिकार नहीं मिलता। परिपत्र दिनांक 4-10-90 भी प्रार्थी के मामले में लागू नहीं होता। दैनिक वेतन पर कार्य करने वाले की कोई खरिदता सुची नहीं बनाई जाती। प्रार्थी ने ताराचन्द सोगरा, शैलेंद्र गुजगती, महेश कुमार सैनी, राकेश शर्मा के बारे में कोई विस्तृत विवरण नहीं दिया व न यह बताया कि विपक्षी की किस शाखा में कितने दिन के लिए किस अधिकारी ने नियोजन में रखा। उक्त व्यक्तियों को बिना पक्षकार बनाये प्रकरण चलने योग्य नहीं है। अप्रार्थी के द्वारा अधिनियम 1947 के प्रावधानों का कोई उल्लंघन नहीं किया गया।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद बिन्दु बनाए गए :—

- (1) आया प्रार्थी ने विपक्षी संस्थान में दिनांक 20-11-95 से 20-2-96 तक लगातार कार्य किया ?
- (2) आया अप्रार्थी संस्थान के द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 25 (जी), (एच) एवं औद्योगिक विवाद (केन्द्रीय) के नियम 1957 के नियम 77, 78 का उल्लंघन किया गया है ?
- (3) आया निर्देश आदेश कानूनन गलत होने के कारण चलने योग्य नहीं है ?
- (4) आया ताराचन्द सोगरा, महेश सैनी, राकेश शर्मा प्रकरण में आवश्यक पक्षकार हैं यदि हां तो इसका प्रभाव ?
- (5) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

प्रार्थी की ओर से क्लेम के समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर विपक्षी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में प्रार्थी की ओर से परिपत्र दिनांक 13-2-95 व 4-10-90

की प्रतिलिपि व प्रार्थना पत्र दिनांक 10-1-97, 6-2-97, 10-7-97 की फोटो प्रति व अमफल वार्ता प्रतिवेदन की फोटो प्रति प्रस्तुत किए गए।

अप्रार्थी की ओर से जी. के. शर्मा, शाखा प्रबन्धक, एम. आई. रोड़ शाखा का शपथ-पत्र प्रस्तुत किया गया, जिस पर श्रमिक के अधिवक्ता को प्रतिपरीक्षा करने का अवसर दिया गया। प्रलेखीय साक्ष्य में अप्रार्थी की ओर से श्रमिक के मजदूरी के भुगतान का विवरण व वाउचर प्रस्तुत किए गए।

बहम सुनी गई एवं पत्रावली का अवलोकन किया गया।

बनाये गये विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :—

बिन्दु संख्या 1 :—इस बारे में कोई विवाद नहीं है कि श्रमिक ने दिनांक 20-11-95 से 19-1-96 तक अप्रार्थी संस्थान की एम. आई. रोड़ शाखा में कार्य किया। विवाद इस बारे में है कि प्रार्थी ने तत्पश्चात् विपक्षी बैंक की टोंक रोड़ शाखा में कितने दिन कार्य किया ? श्रमिक का कथन है कि उसने टोंक रोड़ शाखा में दिनांक 26-1-96 से 20-2-96 तक लगातार कार्य किया व इस प्रकार 25 दिन कार्य किया, जबकि विपक्षी की ओर से प्रस्तुत साक्षी जी. के. शर्मा का कथन है कि श्रमिक ने 19-2-96 व 20-2-96 मात्र 2 दिन कार्य किया। बैंक की टोंक रोड़ शाखा को क्लेम में पक्षकार नहीं बनाया गया है व न बैंक को उक्त शाखा से संबंधित रिकार्ड प्रस्तुत किया गया है। अतः यह संभावित हो सकता है कि बैंक की टोंक रोड़ शाखा में प्रार्थी ने 2 दिन कार्य न कर 25 दिन कार्य किया है। इससे क्लेम के गुणागुन पर निस्तारण किए जाने पर कोई प्रभाव भी नहीं पड़ता। यह प्रमाणित है कि श्रमिक ने दिनांक 19-2-96 से 20-2-96 को बैंक की टोंक रोड़ शाखा में कार्य किया। इस बिन्दु का विनिश्चय इसी प्रकार किया जाता है।

बिन्दु संख्या 2 :—इस अधिकरण का न्याय निर्णयन का क्षेत्राधिकार निर्देश आदेश में वर्णित बिन्दुओं तक ही सीमित है। निर्देश आदेश में अप्रार्थी के द्वारा प्रार्थी की सेवामुक्ति दिनांक 21-2-96 को किया जाना बताया गया है। दिनांक 21-2-96 को प्रार्थी की सेवामुक्ति अप्रार्थी बैंक की एम. आई. रोड़ शाखा के द्वारा किए जाने का प्रश्न ही उत्पन्न नहीं होता, जबकि प्रार्थी स्वयं ने स्वीकार किया है कि उसे दिनांक 20-1-96 को बैंक की एम. आई. रोड़ शाखा से सेवा से हटा दिया गया। इस प्रकार अप्रार्थी संस्थान के द्वारा प्रार्थी की सेवामुक्ति दिनांक 21-2-96 को की ही नहीं गई, अतः अप्रार्थी संस्थान के द्वारा उक्त दिनांक को प्रार्थी की छंटनी किए जाने का प्रश्न ही उत्पन्न नहीं होता। बैंक की एम. आई. रोड़ शाखा व टोंक रोड़ शाखा स्वतंत्र इकाई है व प्रार्थी को चाहिए था कि टोंक रोड़ शाखा को क्लेम में पक्षकार बनाया जाकर क्लेम प्रस्तुत

करता एवं निर्देश आदेश में संशोधन करता। प्रार्थी के द्वारा ऐसा नहीं किया गया।

यह विवादित नहीं है कि अप्रार्थी संस्थान ने प्रार्थी की सेवामुक्ति के पश्चात् ताराचन्द सोगरा को नियोजन में रखा। जैसा कि ताराचन्द सोगरा के संबंध में विपक्षी द्वारा प्रस्तुत किए गए बाउचरों से प्रकट होता है कि उसने दिनांक 22-1-96 से 30-1-96 तक कार्य किया। श्रमिक के द्वारा यह भी कथन किया गया है कि सहेश कुमार सैनी व राकेश कुमार शर्मा को भी उसकी सेवामुक्ति के पश्चात् अप्रार्थी संस्थान ने नियोजन में रखा। विपक्षी के साक्षी जी. के. शर्मा ने श्रमिक के उक्त कथन का खण्डन नहीं किया है, अतः श्रमिक के कथन पर अविश्वास किए जाने का कोई प्रश्न उत्पन्न नहीं होता व यह भी प्रमाणित होता है कि उक्त व्यक्तियों को अप्रार्थी संस्थान में प्रार्थी की सेवा समाप्ति दिनांक 19-1-96 के पश्चात् नियोजन में रखा। यह भी विवादित नहीं है कि उक्त व्यक्तियों को नियोजन में रखने से पूर्व प्रार्थी को कोई पुनः नियोजन का अवसर नहीं दिया गया, परन्तु जैसा उल्लेख किया जा चुका है कि अप्रार्थी संस्थान के द्वारा प्रार्थी की छंटनी के द्वारा सेवामुक्ति दिनांक 20-2-96 को किया जाना प्रमाणित नहीं है। ऐसी दशा में अधिनियम 1947 की धारा 25 (एच) व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के नियम 77, 78 आकृष्ट नहीं होते। ऐसा नहीं बताया जाता कि विपक्षी संस्थान में प्रार्थी की सेवा समाप्ति के समय उससे किसी कनिष्ठ व्यक्ति को नियोजन में रखा गया, अतः अधिनियम 1947 की धारा 25 (जी) के प्रावधान भी आकृष्ट नहीं होते।

बिन्दु संख्या 3, 4 :—विपक्षी के विद्वान अधिकृतता ने इन बिन्दुओं पर जोर नहीं दिया।

बिन्दु संख्या 5 :—अप्रार्थी संस्थान के द्वारा प्रार्थी की छंटनी के द्वारा सेवा समाप्ति दिनांक 21-2-96 से किया जाना प्रमाणित नहीं है। अतः प्रार्थी की सेवा समाप्ति के उचित अथवा अनुचित होने का प्रश्न ही उत्पन्न नहीं होता व बिन्दु संख्या 2 के विनिश्चय के आधार पर प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

विपक्षी ने यह अपेक्षा की जाती है कि भविष्य में वैनिक वेतन मजदूरी के आधार पर चतुर्थ श्रेणी कर्मचारी के पद पर यदि कोई नियोजन किया जाता है तो अधिनियम 1947 की धारा 25 (एच) के प्रावधानों को दृष्टिगत रखते हुए प्रार्थी को पुनः नियोजन का अवसर दिया जाए।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाय।

ह०/-

अध्यक्ष

नई दिल्ली, 2 फरवरी, 2001

का.प्र. 393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था।

[सं. एल-17011/6/96 आई आर (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 2nd February, 2001

S.O. 393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 1-2-2001.

[No. L-17011/6/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. B-42/98

Reference No. L-17011/6/96/IR(B-II)

Dated : 4-12-1997

1. Kailash Chandra,
s/o Sh. Salagram Kumhar,
Nakashi Mohalla, Sambhar Lake,
Jaipur.
2. Babulal Bairwa,
s/o Sh. Gopiram Bairwa,
B-24, Bajaj Nagar, Jaipur.
3. Devilal, s/o Sh. Hukmaram Balai,
Chota Bazar, Purana Killa,
Devmani Phatak, Sambhar Lake,
Jaipur.

... Applicants

V/s.

1. The Senior Divisional Manager,
Life Insurance Corporation of India,
Bhawani Singh Road, High Court Circle,
Jaipur.
2. Branch Manager,
Life Insurance Corporation of India,
Bhawani Singh Road, High Court Circle,
Jaipur.

... Non-Applicants

ATTENDENCE :

For the applicant : Sh. B. C. Jain

For the non-applicant : Sh. Anurag Agrawal

Date of Award : 29-12-2000

AWARD

The Central Government has referred the following industrial dispute under clause (d) of Sub-section (i) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947) for adjudication.

“Whether the action of the management of LIC of India, Jaipur in terminating the services of S/Shri Kailash Chand, Babulal Bairwa and Devi Lal w.e.f. 23-6-96, 18-5-94 and 18-5-94 respectively is legal and justified? If not, to what relief the said workmen are entitled?”

The applicants filed joint statement of claim in which it was stated that the applicants were appointed in the establishment of Life Insurance Corporation, (hereinafter referred as the Corporation) on daily wage basis. Applicant Kailash Chand worked in Sambher Lake branch of the Corp. from November '91 to June '92 and from November '92 to 22-6-94 in unit I of the Corp. Shri Babulal Bairwa worked in Unit Ist of the Corp. from 19-9-91 to 17-5-94. Shri Devilal worked from 27-3-93 to 17-5-94 in the above unit of the Corp. The applicants worked in the Corporation continuously but in order to avoid regularisation of the applicants and to evade the provisions of the Act, 1947, the applicants were pressed to work in the name of different persons and the payment was also made in the name of the different persons. The applicants did so in order to earn livelihood and they also did not have bargaining power. Applicant Kailash Chand was shown in the books in the names of Salagram, Mahesh Kumar and Satish Kumar, while the name of Salagram is the name of his father and Mahesh Kumar and Satish Kumar are his sons. Babulal was shown in the books in the names of Shankarlal and Bansilal who are his brothers. Similarly Devilal was shown in the books in the names of Hukmaram, while Hukmaram is his father and Deendayal and Pritam Singh, are his brothers. The Corporation has, therefore, used unfair labour practice. The services of applicant Kailash Chand were terminated w.e.f. 22-6-94 and of Babulal and Devilal w.e.f. 18-5-94. The applicants have worked for more than 240 days in a calendar year prior to the date of termination. The Corporation has engaged other persons after terminating services of applicants without giving any opportunity of employment to them. The applicants service was terminated by the Corporation in violation of Section 25 F & G of the Act-47 and rule 76 and rule 77 of Industrial Disputes (Central) Rules 1957 (hereinafter referred as the Rules, 1957). It was prayed that termination of service of applicants be declared illegal and be set aside and they may be reinstated in service with continuity in service with back wages.

The non-applicants filed reply in which by way of preliminary objections it was stated that the applicants did not raise any demand before the Cor-

poration before raising the dispute. The joint claim is not maintainable. The provision of Act, 1947 are not applicable in the case of the Corporation. The claim is not maintainable as per Section 2(oo)(bb) of the Act, 1947. In parawise reply to the claim, it was denied that the applicants worked in the Corporation as stated in the claim. It was stated that Kailash Chand had worked in Unit Ist of the Corp. only for 24 days during the period from September-92 to April-93 as a casual worker on daily wage basis. It was denied that the worked in the branch Sambher Lake of the Corporation. Babulal Bairwa had worked for 147 days from the month of October-91 to March-92 as a casual worker on daily wage basis. It was denied that he worked in the Corporation upto 17-5-94. Devilal had worked in the Corporation only for 45 days from April-93 to July-93 as a casual worker on daily wage. It was denied that he worked upto 17-5-94. It was also denied that the applicants were compelled to work in the name of other persons in order to avoid regularisation and from avoiding the provisions of Act, 1947. It was also denied that after termination of the services of the applicants, other persons were given employment in violation of the Act, 1947 and violation of rules 76 and 77 of the Rules, 1947 was also denied.

The applicants also filed rejoinder to the reply reiterating the facts mentioned in the claim petition.

On the pleadings of the parties the following points of disputes were framed :

विवाद बिन्दु

- (1) आया प्रार्थीगण कैलाशचन्द्र, बाबूलाल बैरवा व बेबीलाल ने क्रमशः नवम्बर 1991 से 22-6-94 तक, 19-9-91 से 17-5-94 तक व 27-3-93 से 17-5-94 तक अप्रार्थी संस्थान में लगातार कार्य किया है।
- (2) आया अप्रार्थी इस औद्योगिक विवाद अधिनियम 1947 की धारा 25 एफ, जी व औद्योगिक विवाद (केन्द्रीय) नियम 1957 के नियम 76 व 77 का उल्लंघन किया गया है ?
- (3) आया उत्तर जवाब स्टेटमेंट ऑफ क्लेम के खंड संख्या 1 के अनुसार रीफरन्स निरस्तनीय है ?
- (4) आया उत्तर जवाब स्टेटमेंट ऑफ क्लेम के प्राथमिक आपत्तियां खंड संख्या 3 के अनुसार क्लेम व रीफरन्स चलने योग्य नहीं हैं ?
- (5) आया उत्तर जवाब स्टेटमेंट ऑफ क्लेम के प्राथमिक आपत्तियों के खंड सं. 8 के प्रावधानों के अनुसार चलने योग्य नहीं हैं ?
- (6) आया विपक्षी निगम उद्योग की परिभाषा में नहीं आता ?
- (7) प्रार्थी किस सहायता प्राप्त करने का अधिकारी है ?

In support of the claim the applicants filed their own affidavits. The counsel for the non-applicants was given opportunity to cross-examine them. In the form of documentary evidence copies of certificates marked 1, 2, 7 & 8, copy of the application marked 3 & 4, copy of the notice Ex-5 and copy of the failure report Ex-6 were filed. On behalf of the non-applicants, affidavits of Shri R. K. Sharma s/o Shri R. P. Sharma, Branch Manager, Shri R. K. Sharma s/o Damodar Sharma, Manager Legal and Shri R. K. Gautam Ex. Manager of the Sambher Lake Branch of the Corporation were filed. The opportunity to cross-examine them on their affidavits was given to the counsel for the applicants. Besides the above affidavits the affidavits of Shri Sitaram Meena and Hazarilal Meena were also filed. On directions of the Tribunal the Budget Control Register for the year 1991-92, 1992-93, 1993-94, 1994-95 were also filed.

Heard arguments of the learned counsel for the parties and perused the record. The points are decided as follows : —

Point No. 1 :—Kailash Chand has stated that he worked in the Sambher Lake branch of the Corporation from Nov. 91 to June 92 on daily wage as Class-IV employee. Thereafter he worked in the Unit Ist of the Corporation as Class-IV from Nov. 92 to 22-6-94 continuously. By an oral order his services were terminated w.e.f. 23-6-94. Certificate Ex. W-1 was issued by Shri R. S. Gautam, Branch Manager of Sambher Lake Branch and certificate Ex. W-2 was given by Shri R. K. Sharma Assistant Branch Manager of the Unit Ist. He was compelled to work in the name of Salagram Mahesh Kumar and Satish Kumar, the details of which are given in DR account Code and Budget Control Register. In the cross-examination on the suggestion that while certificate Ex. W-2 is in his name the allegation that work was taken from him in the name of other persons is wrong, he replied that work was taken in the name of other persons during the period in between. Thereafter he has stated that certificate Ex. W-2 is for the period during which he worked. It was denied that he worked only for 24 days during the period from September, 1992 to April, 1994.

Applicant Babulal has stated that he worked in Unit Ist of the Corporation as Class IV from 10-9-91 to 17-5-94 continuously. His service was terminated orally w.e.f. 18-5-94. Certificate Ex. W-7 was issued by Shri P. N. Sharma, Assistant Administrative Officer. Work was taken from him in the name of other persons so that his services may not be regularised and the provisions of the Act, 1947 may be avoided. He worked in the name of Shankarlal and Bansilal who are his brothers. The details of his work have been given in DR account code and in Budget Control Register. In

cross-examination he has also admitted that certificate Ex. W-7 is for the period he worked in his own name.

Applicant Devilal has stated that he worked in the Unit Ist of the Corporation from 27-3-93 to 17-5-94 and his services were terminated from 18-5-94 orally. About his work, certificate Ex. W-8 was issued by Smt. Jyotishri, Asst. Administrative Officer. Under compulsion he worked in the name of Hukmaram, Deendayal and Pritam Singh while Hukmaram is the name of his father and Deendayal and Pritam Singh are the names of his brothers.

On behalf of the non-applicants Shri R. S. Gautam, the branch manager of Sambher Lake branch has stated that Kailash Chand did not work at all in the above branch from Nov. 91 to June 92 and his signatures A to B have been forged on certificate Ex. 1. Nothing has come out in his cross-examination. On comparison of his signatures on his affidavit with his alleged signatures on Ex. 1, the same do not tally to each other. Certificate Ex. 1, therefore, appears to be false and not genuine. It is, therefore, not proved that the applicant worked in Sambher Lake branch of the Corporation at all. Shri R. K. Sharma, branch manager has stated that he was posted as Assistant Branch Manager in the Unit Ist of the Corporation from 92 to 94. Shri Kailash Chand has worked for a period of 24 days from the month of Sept. 92 to April 93 as casual worker on daily wage basis. No work was taken from him in the name of other persons. He has denied signatures A to B on Certificate Ex. W-2. In cross examination he has admitted that he does not have personal knowledge about the work of the applicant and his statement is based on the record. Shri R. K. Manager Manager (Legal) has corroborated the statement of Shri R. K. Sharma, Manager. He has stated that the applicants were never compelled to do the work in the name of other persons. Certificate marked Ex.-1, 2, 7 & 8 are wrong and false. He has also stated that computation of the working days is based on the record. The corporation does not take the work in the name of other persons. B.L. Bairwa had worked in the Corporation for a period of 147 days from the month of October 91 to March 92 and Devilal for a period of 45 days during the period from April 93 to July 93.

The learned counsel for the applicants has contended that certificates Ex. W-2, 7 & 8 issued to Kailash Chand, Babulal and Devilal are genuine. He has also contended that in order to avoid from regularisation of services, the applicants were compelled to work in the name of other persons who are their family members and if the period during which the applicants worked in the name of other persons is added to the period during which the applicants worked in their own names, each of the applicant has worked for more than 240 days before termination of his services. He has further

contended that non-applicants have not been able to produce payment vouchers and, therefore, an adverse inference has to be drawn against them. On the other hand the learned counsel of the non-applicants has contended that the certificates are forged. The applicants were not compelled to work in the name of other persons and from the record it is proved that the applicants did not work continuously in the Unit Ist of the Corporation as alleged and none of the applicants has worked for 240 days before the date of termination of his service.

As stated above Shri R. K. Sharma has stated that signatures on Ex-2 are forged. Shri P. N. Sharma and Jyotishri who are said to have retired and who are alleged to have given certificates Ex-7 & 8 respectively have not been examined by the applicants. It does not stand to reason that on the one hand it is alleged that the work was taken from the applicants in the name of other persons so as to avoid regularisation and avoiding the provisions of the Act, 1947 and on the other hand certificates were issued to the applicants in their own names. The contention of the applicants therefore, that they were compelled to work in the names of other persons with the above motive cannot be accepted. It is, therefore, not believable that certificates might have been issued to them. No reliance, therefore, can be placed on the certificates marked Ex-2, 7 & 8 alleged to have been issued by Shri R. K. Sharma, Shri P. K. Sharma and Smt. Jyotishri. It is true that payment vouchers have not been produced by Corporation as they could not be traced. Shri Sitaram Meena and Shri Hazarilal Meena have filed their affidavit to this effect: Budget Control Registers for the period from 1991 to 1995 have been produced in which the payment for the work made by the corporation to the employees has been shown. As per the Budget Control Register Kailash Chand, Babulal and Devilal have been paid the following amounts on the dates and at Sr. No. of the page mentioned against them. (The working days also have been mentioned on the basis of daily wage) :

Worker	Date	Amount	Days	Page
Kailash Chand	8-12-92	30/-	1	149
	2-1-93	570/-	19	123
	1-5-93	736/-	23	1540
	23-5-94	480/-	15	59
			58	
Babulal	4-10-91	250/-	10	107
	1-11-91	625/-	25	107
	3-12-91	525/-	21	108
	13-01-92	100/-	4	110
	7-2-92	810/-	27	110

29-4-93	5r/-	2	140
4-3-92	750/-	25	152
		114	

Devilal	31-7-93	192/-	6	173
	7-5-93	640/-	20	140
	28-6-93	800/-	25	142
			51	

As per the Budget Control Register Shri Kailash Chand, Shri Babulal and Shri Devilal had worked in the Unit Ist of the Corporation as above. From the payment vouchers the payment could be found out only. In my view the statement of the applicant Kailash Chand that he worked in the name of Salagram, Mahesh Kumar and Satish Kumar, the statement of Babulal that he worked in the name of Shankarlal and Bansilal and the statement of Devilal that he worked in the name of Hukmaram, Deendayal and Pritam Singh cannot be believed for the following reasons. Firstly because it has been denied by Shri R. K. Sharma on behalf of the non-applicant that work was taken from the applicants in the name of other persons. Secondly because as per Budget Control Register Kailash Chand had worked only for one day in the year 1992, 42 days in the year 1993 and for 15 days in the year 1994. Babulal had worked for 56 days each in the years 1991 and 1992 and for 2 days in the year 1993. Devilal had worked for only 51 days in the year 1993. None of them had worked for even 200 days so that his period might have come to close to 240 days so as to attract provision of Section 25-F of the Act, 1947. Thirdly because as per the Budget Control Register Hukmaram, Deendyal and Pritam Singh had worked for a period of 309, 19 and 17 days. Salagram, Mahesh Kumar and Satish Kumar had worked for 221, 117 and 75 days. Shankar Lal and Bansilal had worked for 440 and 206 days and therefore, the persons in whose names they have worked for 240 days in a year could have raised the dispute. It is, therefore not believable that the applicants might have compelled or allowed to work in the name of other persons even for more than 240 days. Fourthly, because no regularisation scheme has been produced on behalf of the applicants to the effect that on completion of certain period of service the applicants could claim regularisation. On the basis of the above discussion and the Budget Control Register. It is proved that Kailash Chand had worked only a period of 58 days during the period from 1992 to 1994. Babulal had worked for a period of 114 days during the period from 1991 to 1992 and Devilal had worked for a period of 51 days during the year 1993. There is discrepancy in the working days of the applicants as

given by Shri R. K. Sharma and the Budget Control Register but the same appears to be on account of mis-calculation. It was expected from him that on thorough checking of the record the period of working days should have been given. It is, therefore, not proved that the applicant Kailash Chand has worked continuously from November, 1992 to 22-6-94, Babulal has worked continuously from 19-9-1991 to 17-5-94 and Devlal has worked continuously from 27-3-93 to 17-5-94 in the Corporation. It is also not proved that any of them has completed 240 days of service during the year preceding to the date of termination of his service.

Point No. 2 :—As none of the applicants has continuously worked in the Corporation in any year or has worked for 240 days during the year preceding to the date of termination of his service the provisions of Section 25 of the Act, 1947 are not attracted. There is no evidence that while terminating the services of the applicants any junior to them was retained in service. As none of the applicants has served more than a year the provisions of Rule 76 of Rules, 1957 are not attracted. Similarly there is no evidence on record also that at the time of termination of the services of the applicants, other persons were also working in the unit Ist of the Corporation on casual and daily wage basis. The provisions of Rule-77 of Rules, 1957 are also not attracted.

Point Nos. 3, 4, 5 & 6 :—Points Nos. 3, 5 & 6 have not been pressed for the learned counsel of the non-applicants. There is no prohibition that joint claim cannot be filed. All these points are therefore decided against the non-applicants.

Point No. 7 :—On the basis of the above findings, the termination of the services of the applicants can not be held to be illegal and unjustified. The applicants are therefore, not entitled to any relief.

The copies of the award may be sent to the Central Government under Section 17(1) of the Act, 1947 for publication.

Sd./
Presiding Officer

नई दिल्ली, 9 फरवरी, 2001

का.आ. 394.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 08 फरवरी, 2001 को प्राप्त हुआ था।

[सं. एल-12012/177/95-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 9th February, 2001

S.O. 394.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 8-2-2001.

[No. L-12012/177/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, CHENNAI

Monday, the 8th day of January, 2001

PRESENT :

Thiru S. R. Singharavelu, B.Sc. B.L., Industrial Tribunal.

Industrial Dispute No. 92 of 1996

[In the matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Bank of India, Madras-86.]

BETWEEN

The workman represented by
The General Secretary,
Bank of India Staff Union,
46, Cathedral Road,
Madras 600006.

AND

The Zonal Manager,
Bank of India,
46, Cathedral Road,
Gopalapuram Post Office,
Madras-600086.

REFERENCE :

Order No. L-12012/177/95-IR(B.II) dated 30-9-96,
Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 27th day of December, 2000, upon perusing the reference, Claim and Counter statements and all other material papers on record and upon hearing the arguments of Thiru N. A. Peruvazhuthi, advocate appearing for the Workmen and of Thiruvalluvar S. Ramasubramaniam and Associates, advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

The Government of India has referred the following issue for adjudication by this Tribunal :

"Whether the action of Bank of India in terminating the service of Shri C. Swaminathan, Clerk w.e.f. 20-5-1994 is justified? If not, to what relief he is entitled?"

2. The main averments found in the Claim Statement of the petitioner are as follows :

Mr. C. Swaminathan is a member of the Union. The workman Sri C. Swaminathan, joined the service of the bank on 6-7-1981 and after working at various branches, promoted during 1989 as a Special Assistant and transferred to Melnallur branch. He worked there for two years and again transferred to Namathodu branch during 1991 and worked there till his arbitrary dismissal on 25-5-94 by an order dated 20-5-94. The charges were framed by the Regional Manager, with regard to irregularities said to have been committed by the workman. An enquiry was conducted and a Show Cause notification notice was served on 25-1-94. The workman had filed the return submission in reply to the show cause notice

on 15-2-94. But the disciplinary authority without going into the merits of the reply passed the Order of Penalty on 20-5-94 imposing a consolidated punishment of 'Dismissal without notice'. It is pertinent to note that the management has not placed the workman under suspension in spite of the said charge sheet, enquiry etc. until he was dismissed on 25-5-94. With regard to Charge No. 1 as follows:

The allegation of misuse of interest free vehicle loan by the workman is not only untrue but also it will not cause any prejudice to the interest of the bank.

Charge No. 2—On 14-12-1989 you obtained an application for financial assistance from Shri S. Kathirvelu. The loan of Rs. 25,000 was sanctioned by the Manager under proposal No. 137/89-90 (CBD 6/48) dated 16-12-1989. The proceeds of the loan were credited to the Cash Credit Account of M/s. Poompuhar Thunyaham. An amount of Rs. 8,000 was drawn on 18-12-89 and Rs. 17,000 was drawn on 28-12-89 by you from the account of M/s. Poompuhar Thunyaham making use of the loose cheque leaves wherein you had obtained the signature of Mr. L. Mani. Thereafter you repaid the amounts in the loan account of Mr. S. Kathirvelu. Thus you obtained the application for loan from Sri Kathirvelu and guarantee from Sri Pandyan by misrepresentation taking advantage of their lack of knowledge of Bank's procedures, with ulterior motives and obtained sanction of Rs. 25,000 in the name of Sri K. Kathirvelu with the assistance and connivance of Sri K. Sarangapani, Manager and drew the proceeds of the loan through the C/C account of M/s. Poompuhar Thunyaham by misrepresentation and thus misappropriation bank's funds of Rs. 25,000.

Charge No. 3—On 13-9-86 you had taken a disbursement of Rs. 25,000 from your housing loan account at Melpallipattu branch. You secured disbursements of housing loan without providing the required margin, and in order to suppress the position, you put through Credit and Debit vouchers on the relevant dates without carrying out the actual transactions.

Charge No. 4—On 5-8-1987 you utilised the proceeds of housing loan and PF loan sanctioned to you, for repayment of money borrowed by you from borrower customers of the bank and to partly repay the amount fraudulently obtained by you from the loan account of Mr. R. Parasuraman and Mr. S. Kathirvelu.

Charge No. 5—On 2-3-1987 you obtained sanction of a jewel loan of Rs. 3700. You availed loan from the bank at concessional rate of interest by putting up a customer of the bank as a front for availing jewel loan for agricultural purpose.

All the charges alleged against the workman was said to have been proved only because of the concession letter given by the Charge sheeted workman. No charge has been proved independent of the said concession letter. But the charge sheeted workman in his appeal before the Appellate authority that his confession is only due to the understanding between Union and Management. He has also stated that in the absence of the management honouring the said understanding his confession should not become part of the enquiry and no reliance should be placed on his confession. But the appellate authority ignored the pleadings of the workman and he confirmed the Order of the Disciplinary authority. The findings of the enquiry officer are perverse in nature and contents. The Disciplinary authority without going into the merits of each charge, the evidences adduced in support of the charge had simply placed his reliance on the confession letter of the accused workman and held the charges as proved. Hence, the punishment of dismissal was bad in law, against the principles of natural justice. The Order of appellate authority dated 5-9-94 is prima-facie bad in law for the reasons that he has already prejudged the issue by not dealing with each other charge separately and giving his findings with regard to the same. He has not considered the evidence on record subjectively and applied his mind to the same. In any event the Appellate Authority has been a judge of his

own cause which resulted in miscarriage of justice. The management have failed to neither project nor consider that the whole episode was the outcome of a fraud running to several lakhs of rupees committed by the then Manager and Cashier of the branch which was unearthed during December, 1993. The investigation was conducted by CBI on all issues including the subject matter of this Charge sheet. While criminal cases were filed against the Manager and the Cashier by CBI, the matter relating to the present Charge sheet were held to be of procedural irregularities without resulting in any criminal liabilities and hence the CBI had handed over the same to the bank for proceeding in the departmental enquiry. The entire exercise of the management is only to victimise the workman with mala fide intentions. The workman was also victimised because another reason that he belongs to Scheduled Caste Community. The alleged transactions were taken place between the year 1987 to 1989. The charges were framed only in 1992. Such a long gap to reply for transactions was against the principles of natural justice. The petitioner prays to pass an award holding the dismissal of workman Sri C. Swaminathan as illegal, unjust, mala fide, disproportionate and against the principles of natural justice and to direct the respondent management to reinstate the workman Sri C. Swaminathan with all back wages, continuity of service and other attendant benefits.

3. The main averments found in the Counter Statement of the respondent are as follows:

The workman Mr. C. Swaminathan joined the service of the respondent bank in the year 1981 and he was promoted in the year 1989 as a Special Assistant and at the time of dismissal the workman was working at Namathodu branch. The workman has been charge sheeted on 15-9-92 for certain alleged misconducts under 19.5.(j) of the Bipartite Settlement. Against the charge sheet dated 15-9-92, the respondent bank conducted an preliminary enquiry on 28-10-92 at Regional Office Coimbatore. During the Preliminary enquiry, the workman denied all the charges. During the enquiry one Mr. K. Srikanth, Co-staff assisted the workman and also during the enquiry the respondent bank marked 101 documents. The respondent examined 8 witnesses as management witnesses and the workman was allowed to cross-examine the witnesses. During the enquiry on 8-10-93 the charge sheeted workman voluntarily and unconditionally admitted all the charges mentioned in the charge sheet. After conducting an enquiry both sides were given an opportunity to submit their written submissions. Hence the respondent followed the principles of natural justice while conducting an enquiry. The workman fully participated in the enquiry and he himself unconditionally admitted all the charges before the Enquiry officer on 8-10-93 and pleaded guilty of the charges. The enquiry officer submitted a detailed report dt. 18-12-93, and concluded that the charges levelled against the workman have been proved. The respondent issued a show cause notice dt. 25-1-94 proposing the consolidated punishment of dismissal without notice and the workman submitted his detailed explanation dt. 11-5-94. The respondent after careful consideration of the submissions made by the workman based on the enquiry report and seriousness of the misconducts informed the petitioner that he was dismissed from service on 20-5-94. Thereafter an appeal was preferred by the dismissed employee on 6-7-94, and the same was dismissed by the Appellate Authority by their Order dt. 5-9-94. After going into the merits of the reply to the second show cause notice the respondent passed the Order of dismissal on 20-5-94 imposing a consolidated punishment of Dismissal without notice. The punishment was given after taking into account the gravity of the gross misconducts committed by the workman. The Disciplinary authority independently applied his mind and gave the punishment to the workman. The disciplinary authority considered only three charges for 'Dismissal without notice'. The respondent denies the allegation that no act to cause any prejudice to the interest of the bank was committed by the workman. The vehicle loan was sanctioned to any workman without interest for a specific purpose. By selling the vehicle and utilising for some other purpose, petitioner has intentionally misused bank's funds given at 'Nil' interest. The above facts clearly show that the workman acted prejudicial to the interest of the bank. Hence the enquiry officer rightly held that the Charge No. 1 is proved. The workman admitted all the charges on 8-10-93 before the enquiry officer. After giving 5 chances for personal hearing

to the workman, he has not turned up. Hence the question of violation of principles of natural justice does not arise. The workman on 8-10-93 also in his written submission to the enquiry officer admitted the Charge No. 2. Hence the charges are proved against the workman. The noting made in the withdrawal slips, credit paying slips, along with receipt book entries in S.B. Ledger folio etc. which was corroborated by the evidence given by Sri K. N. Varadarajan, clearly proved that the impression was created as though Margin money had been brought without actually remitting the amount and without actually receiving the payment. This amounts to acts prejudicial to the existing practices and were not of normal transactions. Hence the Charge No. 3 is proved. The respondent denies that the charges have not been proved in the enquiry. The workman himself admitted voluntarily and unconditionally before the Enquiry Officer that all the charges against him are correct and he further said that without knowing the consequences he had committed the above misdoings. The above statements clearly prove the Charge No. IV. Now the workman cannot challenge the same which is only an after thought. The misusing of Housing Loan and PF loan to purposes other than what is stated in the application is not expected from any staff. Especially in the Housing loan, the Bank loses its security to that extent atleast till it is made good by the employee. Hence the above misdoings are definitely prejudicial to the interest of the bank and the above acts of the workman constitute gross misconduct under para. 19.5(j) of Bipartite Settlement dt. 19-10-66. The Charge No. 5 was admitted by the workman before the enquiry officer. Hence, he cannot go back after admitting the Charge. After all the charges were admitted by the workman the question of examining the witnesses, does not arise. Once the delinquent employee pleaded guilty and admitted the charges there is no necessity for conducting the enquiry. The apex Court has held the above judgement. Hence the non-examination of Cathier and Mr. Gowinathan does not vitiate the enquiry. The respondent denies the allegations that there is an understanding reached between the management and the Union. The petitioner is put to strict proof of the same. On the other hand the respondent submits that the admission made by the workman was on his own will and violation and there was no pressure whatsoever on him to make such an admission. During the confession made before the enquiry officer, the Union President also was very well present there. The Disciplinary Authority after having gone through the full enquiry report and the reply by the workman to the SCN and after considering the gravity of the misdoings committed by the workman gave the punishment of dismissal. The findings of the enquiry officer are perverse in nature and the petitioner is put to strict proof of the same. The enquiry conducted against the petitioner was in conformity with the principles of natural justice. In the event of the Hon'ble Court comes to the conclusion that the enquiry conducted against the workman was not fair and proper, then an opportunity may be afforded to adduce additional evidence to the workman to prove the charges. In view of the grave nature of misconduct committed by the petitioner the management cannot repose any confidence in the workman. Therefore, the punishment of dismissal is justified, and the same can not be interfered. The respondent prays to dismiss the claim petition.

4. On behalf of petitioner, WW1 Thiru C. Swaminathan, and WW2 Thiru K. Srikanth, have been examined and Ex. W1 to W116 were marked. On behalf of respondent, Ex. M1 to M9 were marked by consent.

5. The Point for consideration is: Whether the action of Bank of India in terminating the service of Sri C. Swaminathan, Clerk w.e.f. 20-5-1994 is justified? If not to what relief he is entitled?

6. THE POINT: The Staff Union of Bank of India who is the petitioner herein espouse the cause of the workman by name Sri C. Swaminathan who had joined in the Bank of India on 6-7-1981 as Accounts Clerk. In 1984 he was promoted as Accounts-cum-Typist. In the year 1986, he was further promoted as Accounts Clerk-cum-Typist-cum-Cashier. Again in the year 1989, he had been promoted as Special Assistant and was transferred to Melpallipattu branch: where he had been issued Charge Sheet with five charges through Ex. M1 dated 15-9-92. It is unnecessary for us to cull out again each of the charges very well mentioned in the Charge

sheet marked as Ex. M1. Although, the workman says that his services was unblemished, besides appreciating the same, we have to subjectively go through the charges and the fact proof thereof and also the procedure followed therein. Supposing the misconduct is established, thereby the earlier good services may not become a potential defence. Of course, the antecedents may have to be considered in awarding punishment.

7. Charge No. 1 is that the workman had applied for an interest free vehicle loan of Rs. 18,400 on 2-1-90 from the bank, to purchase one Two Wheeler Suzuki from M/s. D.N.C. Agencies, Dharmapuri. The loan was sanctioned by Regional Manager, Coimbatore Region on 5-1-90. One of the terms of sanctioned loan was that bank's charges over the vehicle were to be registered with the Regional Transport Officer. On 2-6-90, the workman had allegedly sold the vehicle without even registering it with the R.T.O. On the date of sale i.e. 2-6-90 there was an outstanding of Rs. 15,387 in the above said vehicle loan account. Although the loan was disbursed on 17-1-90, within six months the workman had allegedly sold the vehicle without registering the bank's charges on the vehicle with the Regional Transport Officer and without closing the vehicle loan. Thus according to the management the misuse of the loan facility is there. It is pertinent to note that the loan was interest free.

8. The workman in his written argument had pointed out various documentary evidence filed on his side referring to the page number of the concerned document, wherein he narrated the events: Sufficient it is to quote his own words which would ultimately go to show that he had purchased the said vehicle as per the said loan application. His own mentioning of the same in his written argument is as follows:

"It is proved that I purchased the above vehicle as per the loan application. ... The staff had no other intention other than purchase of better vehicle."

Apart from the intention that he had which has to be looked into subjectively, it is to be seen that he has sold the vehicle when the loan was due. Admittedly he sold the vehicle on 2-6-90 to one M. H. Asmath, S/o Amir Sahib, 13, Alanthikulam, Mohideen Street, Kannamangalam. It is pertinent to note that there was no denial made by the workman. What he mentioned in the Claim Statement was,

... "that the only Act of the workman in this context is that he had given his R. C. Book for the vehicle as security to a third party for availing some loan..."

Thus without denying the sale of the vehicle by the workman on 2-6-90 to one Asmath the admission that the R.C. Book of the workman was handed over to the above individual, would only clinch that the workman had sold the vehicle. The further mentioning in the Claim Statement as the vehicle was in possession of the workman, could neither be believed nor may nullify the effect of the transfer made by the workman. Now a perusal of Ex. W18 which is the copy of the Staff Loan Ledger-cum-register would go to show that as on the time of sale the outstanding balance was Rs. 15,380 as against the total loan of Rs. 18,463. By then it was only roughly Rs. 3,000 that was repaid. There may be a D.P. Note executed by the workman to the bank as a security and there are also opportunities for the bank to exercise its rights to recover or reimburse the amount. But it does not mean that the workman may have the licence to misuse the vehicle loan facility so to convert it into an interest free simple loan facility. In fact what had been done by the workman was, to utilise the vehicle loan interest free and to purchase the vehicle and within a short period to realise the amount by way of sale proceeds of the vehicle. The repayment of instalment could be treated as a repayment for a simple loan without interest and that was not the term on which the loan was actually sanctioned. The loan was sanctioned as a facility to purchase vehicle and to make use of the same. But instead of making use of the same, he had sold it and the sale proceeds and enjoyed the amount interest free. This is highly objectionable; because what was represented by the workman to the bank was betrayed subsequently. While getting the loan the representation was that it was to purchase a vehicle. Subsequently it was not in conformity with the facility for which the loan was sanctioned. This amounted to usage of bank cash as an interest free loan which of

course is not permissible. The permissible facility was utilised for a non-permissible purpose. This is misconduct. This had been proved by the documents referred to in the enquiry proceedings marked as Exs. M2 to M4. The workman had pointed out some fallacies on the part of the enquiry officer to have mentioned the Attendance Register of Melpalipattu branch as R.T.O. Certificate. Even though it may be a slip, no benefit is ensuing thereby to the workman. The workman said that no mention made in the audit report of the bank is not worthy of consideration. A fact that was missing in the audit report if otherwise proved by the bank is sufficient. So even assuming that the hypothecation of the vehicle to the bank was rightly made the appropriation of a facility and the subsequent misappropriation of the sale proceeds amounts to misconduct. This has been proved. Therefore Charge No. 1 goes against the workman.

9. The next charge is that the workman has obtained sanctioned loan of Rs. 25,000 in the name of Kathirvelu, drew the proceeds of the loan through C/C Account of M/s. Poombathur Thunniyagam by misrepresentation and misappropriation of the bank's fund of Rs. 25,000. In this connection, in Ex. M4 the Enquiry Officer's report, it is found that the amount of Rs. 8,000 was drawn on 10-12-89 and Rs. 17,000 was drawn on 28-12-89 by the workman (Mr. C. Swaminathan) from the account of M/s. Poombathur Thunniyagam make use of loose cheque leaves, wherein signature of L. Mani was obtained. It is found that thereafter the workman had repaid the following amounts in the Loan account of S. Kathirvelu, Rs. 500 each on 11-12-90, 30-1-91, 3-2-91 and 28-6-91 and Rs. 12,512 on 5-8-91. The receipt for Rs. 7000 and Rs. 10,000 were found to have been remitted on 9-7-91 and 12-7-91 by Mr. Sarangapani, the Manager who in all these matters aided the workman. MW2 in the enquiry evidenced on 18-8-93 in page Nos. 5, 6 and 7 of his Deposition that all the remittances were made by the said Swaminathan and Sarangapani. Further MW6 in the enquiry deposed on 15-9-93 that when he contacted Kathirvelu for recovery, the latter denied having taken the loan and that it was found that he never opened the textile shop at all. He seem to have denied or having availed any loan from the said bank. The report of the Enquiry Officer had also mentioned about M.E. 70 to 100 as documents based for the purpose. In the Written argument of workman regarding Charge No. 2 what he noted was that illiterate man can sign in the bank document. He also said that Kathirvelu has not said that Mr. Swaminathan has taken the loan. He further said that Clerk like workman by himself could not sanction any loan, and that the Manager has not been enquired and that MW2 to MW6 were not related to the Charge. To say that the evidence of MW2 to MW6 are not unacceptable because they are all bank officials and to say that the Sanctioning Officer was not examined is unnecessary, because the Charge has been found proved otherwise, in the sense that Mr. Kathirvelu himself has told that he has not availed any loan. From this, it is clear that the loan fictitious. MW2 in the enquiry, had said that the workman had remitted the various amounts as against this particular loan. From this the involvement of the workman was shown; MW1 is none but the Staff Officer. Again to say that Mr. M. C. Varadarajan, the Investigation Officer has obtained all the statements by threats is unacceptable unless the threat is either suggested or proved. Therefore, a perusal of all records found in the domestic enquiry do clearly show that Charge No. 2 is satisfactorily proved against the workman.

10. Charge No. 3 is that the workman had secured disbursement of housing loan without providing the requirement of margin money, and in order to suppress the position he had put through the credit and debit vouchers on the relevant dates without any actual transaction. In the written argument of the workman, it is admitted that on 13-9-86, 14-10-86 and 10-8-87 he had availed housing loan of Rs. 25,000; Rs. 10,000 and Rs. 17,190 respectively. He mentioned that he paid marginal money for each of the loan. He also mentioned that after transferring the marginal money to the loan account to the Manager had sanctioned the loan. Subsequent to the sanctioning of the loan, according to the workman, he had withdrawn the amount. Thus it is from the loan amount only, the workman had withdrawn the cash. In this connection, he drew our attention to some scribbling made on the back of Exs. W23, W27, W91 and W32. It is true that the reverse of the above document contains some calculations. But no particular significance could be attached

and was so explained. Taking Ex. W23, it is dated 13-9-86 which is a withdrawal slip, similarly Ex. W27, another withdrawal slip is dated 16-10-86. It is pertinent to note that on the same dates namely 13-9-86 and 16-10-86, the loan was admittedly availed by the workman. It is pertinent to mention that the margin money is Rs. 3000 in the first loan and Rs. 10,000 in the Second loan were found paid under Exs. W21 and W29 on 13-9-86 and 16-2-86. The withdrawal of the same amount of Rs. 3155 through Ex. W23 was also made on the same date on 13-9-86. Therefore, in the first instance of 13-9-86 the date of payment of margin money and withdrawal of roughly the same amount were found made on 13-9-86. The loan was said to have been sanctioned on the same day on 13-9-86. It is a rare coincidence that the date of the payment of the margin money, the date of sanction of loan and the date of withdrawal, all fall on the same day i.e. 13-9-86. Therefore, we cannot positively say that the margin money was alone withdrawn. The suggestion put by workman that part of the housing money was withdrawn is also probable. Similarly, in the second loan, the margin money was shown to have been paid under Ex. W29 on 16-10-86. It was transferred to the loan account on the same day under Ex. W26. The loan was sanctioned on the same day through Ex. W25. The amount of cash of Rs. 9000 was also withdrawn under Ex. W27 on 16-10-86 itself. Thus everything was on the same day. Therefore, the suggestion of workman that what he had withdrawn was not the margin amount but only the loan amount may also be correct. Therefore Charge No. 3 was not found proved.

11. Charge No. 4 is that the workman had utilised proceeds of Housing loan and P.F. loan sanctioned to him for repayment of money borrowed by him from customers of the bank.

12. In the Written argument of the workman, he had admitted that on 5-8-87 he had availed housing loan of Rs. 17190, under Ex. W31 that he had availed housing loan of Rs. 13000 on 6-1-90, under Ex. W38 that he has availed a P.F. loan on 30-1-91 for a sum of Rs. 11500. Under Ex. W41 we have to verify as to whether this amount had gone to the credit of the other customers of the bank. In fact, the management wanted to say that according to the evidence of MW2 in the enquiry, the disbursement taken by the workman from the Housing loan on 5-8-87 and 6-1-88 had gone to the credit of the various loan accounts of the customers; that on 30-1-91 the workman had availed P.F. loan of Rs. 11000 and that adjustments were worked out from the reverse of that document as to how the transaction were accounted on 30-1-91. Now the specific allegation of the management is that the other party to the transaction was Mr. V. Ashok Kumar, Gowrinathan Parasuraman and Ahmed Basha. True it is that they were the customers of the Bank. Instead of seeing whether they have got a hand in the loan amount of the workman Mr. C. Swaminathan, we may also see the reverse side namely that whether the account of the customers above named, was individually settled or that whether the loan amount of the workman was utilised. If it is shown that the account of the customers were individually settled, unconnected with the amount of the workman, then there is the end of the matter.

13. So far as the jewel loan account of Ashok Kumar, a customer is concerned, Ex. W35 dt. 5-8-88 denotes the loan amount was of Rs. 2332.20. This amount was credited to the jewel loan ledger under Ex. W73. As he had discharged the loan, he has also received the jewel back as per Ex. W71 the loan stock register. Similarly, the loan of Rs. 509.15 got by Gowrinathan under Ex. W36 on 5-8-87 was credited under Ex. W74 and he had also got back the jewels. Similarly under Ex. W69, it is found that Parasuraman has repaid the Crop loan of Rs. 3600 obtained by him under Ex. W40. Similarly Madhavan's loan of Rs. 300 obtained on 30-1-91 under Ex. W45 was repaid by him under Ex. W66. Likewise another customer Mr. Ahmed Basha repaid the loan of Rs. 300 under Ex. W67. Thus all the transactions were repaid by the individuals. The withdrawal of housing loan of Rs. 17190 under Ex. W31, Rs. 13000 under Ex. W38 and the P.F. loan of Rs. 11500 under Ex. W41 by the workman C. Swaminathan, were shown to have been withdrawn by him under various documents. There is no satisfactory link between this amount to the account of the customer. The suspicion arose in the mind of the management may not be replaced for proof against the workman.

We find that there is no direct connection between the accounts of the customer and the housing loan and P.F. loan account of the workman. Thus the Charge No. 4 is not found proved.

14. Charge No. 5 relates to alleged misuse of a Concessional rate of interest of jewel loan for agricultural purpose by the workman. The charge was that on 2-3-87 an agricultural loan on concessional rate of interest, was taken for Rs. 3700 by one T. Gowrinathan, and that it was misused by the workman, in the sense that Rs. 2095 out of the said loan was credited to the S.B. Account No. 1200 belonging to the workman. Reliance was placed by the management on the oral evidence of MW2 in the domestic enquiry, who according to the management had clearly brought out, how the adjustment of Rs. 2445 was credited to the workman's S.B. A/c No. 1200.

15. A perusal of Ex. W105 show that Gowrinathan had availed Jewel loan of Rs. 3700 on 2-3-87. On the same day, the amount was debited from the account of Gowrinathan under Ex. W75 which will show that he had availed the jewel loan. Even if there had been a subsequent credit of Rs. 2445 to the Workman's S.B. A/c No. 1200, how could it be presumed that it was only from out of the jewel loan of Gowrinathan, especially when the later redeemed the jewels as shown under Ex. W72. The management seem to have relied upon the calculation made on the back of Ex. W105 under which Rs. 3700 the jewel loan was sanctioned to Gowrinathan. While payment of the same, it is true that amount of Rs. 2445 was deducted and Rs. 1600 alone was paid. What for the deduction of Rs. 2445 was made, is not made known. To presume that it went to the S.B. account of the workman on the same day is a surmise. Two things are certain namely that the deduction in the jewel loan of Rs. 2445 made on the back of Ex. W105; that on the same day, similar amount was credited into the S.B. Account of the Workman. But where is the link that the credited amount in the S.B. account of the workman has got any connection with this Rs. 2445 found on the back of Ex. W105. We cannot rule out the possibility that apart and away from Rs. 2445 mentioned on the back of Ex. W105, the workman might have put his own money in his S.B. Account. The unity of time and amount alone may not make us to conclude that it was this amount of Rs. 2445 found in Ex. W105 that was credited into workman's account. There should be further evidence to that effect. Suspicious circumstances cannot take the place of proof. In this connection, the non-examination of Gowrinathan is bad for the management. If Gowrinathan comes and says that from and out of his amount alone, the workman got credit into his account then also we must analyse the matter subjectively. But that evidence is lacking in this incidence. Thus Charge No. 5 is found not proved.

16. Thus two charges namely Charge Nos. 1 and 2 got proved; among which Charge No. 2 is serious in nature in as much as it involves fiscal matter of Rs. 25000. The bank's money was found mishandled by the workman. Therefore, when mishandling of bank's money is involved, and even then sympathy shown under Section 11A of the Industrial Disputes Act, it will only be of misplaced sympathy. Further, there is no reason for me to hold that this is a case for showing sympathy. Again it can be said that no misplaced sympathy can be shown. Therefore, the punishment of termination is justified. Award passed accordingly. No costs.

Dated at Chennai, this 8th day of January, 2001.

THIRU S. R. SINGHARAVELU, Industrial Tribunal

WITNESSES EXAMINED

For Petitioner/Workman :

WW1 : Thiru C. Swaminathan

WW2 : Thiru K. Srikanth

For Respondent/Management : None.

DOCUMENTS MARKED

For Petitioner/Workman

(All Xerox)

Ex. W1 15-9-92—Charge sheet.

- Ex. W2 28-10-92 upto 8-10-93—Enquiry proceedings.
- Ex. W3 12-11-93—Management Written argument.
- Ex. W4 1-12-93—Workman Written arguments.
- Ex. W5 18-12-93—Enquiry report (findings).
- Ex. W6 25-01-94—Show cause notice.
- Ex. W7 11-05-94—Reply to show cause notice.
- Ex. W8 20-05-94—Order of penalty.
- Ex. W9 06-07-94—Appeal to appellate authority.
- Ex. W10 05-09-94—Appellate order.
- Ex. W11 28-10-94—Conciliation application to Regl. Labour Commissioner.
- Ex. W12 04-11-94—Management reply.
- Ex. W13 28-04-95—Failure of Conciliation report.
- Ex. W14 —Application cum proposal form with ref. No. Staff. 03/89-90 dt. 2-1-90.
- Ex. W15 —Demand Promissory Note 17-1-90 for Rs. 18,400 executed by Mr. Swaminathan.
- Ex. W16 —Quotation Proforma invoice dt. 9-12-89 for the Two wheeler.
- Ex. W17 —Form CL 3/dt. 17-1-90 executed by C. Swaminathan inter-alia, by pothecatting the Two wheeler to Bank.
- Ex. W18 —Folio 81 of Staff loans ledger at Melpallipattu Branch reflecting the interest free vehicle advance taken by C. Swaminathan.
- Ex. W19 —Loan Ledger Folio of Mr. S. Kathirvelu.
- Ex. W20 —Letter No. MFT. BSL. 334 dt. 31-12-91 of Melpallipattu Branch addressed to the Regional Transport Officer, Tiruvannamalai on the reverse of which the Regional Transport officer, Tiruvannamalai Sambuvarayar District on 3-3-92 has certified that Motor cycle with Regn. No. TN25/1081 was transferred to one Mr. M. A. Asmath w.e.f. 2-6-90.
- Ex. W21 —Credit Voucher dt. 13-9-86 bearing Printed No. 25991 for Rs. 3000 in Joint S.B. A/c 1663 of Mr. C. Swaminathan.
- Ex. W22 —Credit Voucher dt. 13-9-86 for Rs. 25000 in the Joint S.B. A/c 1663 of Mr. C. Swaminathan.
- Ex. W23 —Withdrawal slip dt. 13-9-86 for Rs. 3000 issued by Mr. C. Swaminathan in his S.B. A/c 1663.
- Ex. W24 —Folio 112 of SB Ledger 7 bearing the Joint S.B. A/c 1663 of Mr. C. Swaminathan and his wife Mrs. Gloria Swaminathan at Melpallipattu branch.
- Ex. W25 —Credit Voucher dt. 16-10-86 of Melpallipattu branch for Rs. 10,000 in Joint S.B. A/c 1663 in the name of Mr. C. Swaminathan and his wife signed by Mr. K. Sarangapani.
- Ex. W26 —Debit voucher dt. 16-10-86 for Rs. 1000 not signed by any Superior official of Joint S.B. A/c 1663 of Mr. C. Swaminathan posted in S.B. Ledger Folio 7/112 by Mr. D. Vijai staff clerk then at Melpallipattu branch.
- Ex. W27 —withdrawal slip dt. 16-10-86 for Rs. 9000 (cash) of joint S.B. A/c 1663 in the name of Mr. C. Swaminathan (see reverse of this withdrawal slip).
- Ex. W28 —Paying in slip Credit voucher with printed No. 531878 dt. 16-10-86 for Rs. 1000 (cash) of Joint S.B. A/c 1663 in the name of Mr. C. Swaminathan and his wife.

- Ex. W29 —Paying in slip Credit voucher printed No. 531880 dt. 16-10-86 for Rs. 1000 (cash) of Joint S.B. A/c 1663 in the name of Mr. C. Swaminathan and his wife.
- Ex. W30 —Credit Head Office A/c Vellore demand draft voucher with printed No. 76728 dt. 16-10-86 for Rs. 3000.
- Ex. W31 —Credit voucher for Rs. 17190 dt. 15-8-87 in S.B. A/c 1663 of Mr. C. Swaminathan.
- Ex. W32 —Credit paying in slip Voucher with printed No. 292581 dt. 5-8-87 for Rs. 2300 in Joint S.B. A/c 1663 of Mr. C. Swaminathan (Cash).
- Ex. W33 —Withdrawal slip dt. 5-8-87 for Rs. 2000 in Joint S.B. A/c 1663 of Mr. C. Swaminathan (cash).
- Ex. W34 —Withdrawal slip dt. 5-8-87 for Rs. 15000 in Joint S.B. A/c 1663 of Mr. C. Swaminathan (cash).
- Ex. W35 —Credit voucher dt. 5-8-87 for Rs. 2332.30 in Jewel loan A/c of Mr. V. Ashok Kumar (cash).
- Ex. W36 —Credit voucher dt. Nil for Rs. 509.15 in Jewel loan A/c of M. Gowri (cash) with cash received stamp of 5-8-87.
- Ex. W37 —Debit voucher for Rs. 2190 dt. 5-8-87 in S.B. A/c No. 1663 of Mr. C. Swaminathan.
- Ex. W38 —Credit voucher for Rs. 13000 dt. 6-1-88 favouring joint S.B. A/c 1663 of C. Swaminathan (transfer).
- Ex. W39—Withdrawal slip dt. 6-1-88 for Rs. 11300/- in Joint S.B. A/c 1663 of Mr. C. Swaminathan (cash).
- Ex. W40—Credit voucher of CCC A/c R. Parasuraman for Rs. 6300 dated 6-1-88.
- Ex. W41—Credit voucher dt. 30-1-91 for Rs. 11500/- of S.B. a/c 1200 of Mr. C. Swaminathan (transfer).
- Ex. W42—Withdrawal slip dt. 30-1-91 for Rs. 6500/- on S.B. A/c 1200 issued by C. Swaminathan (cash).
- Ex. W43—Withdrawal slip dt. 30-1-91 for Rs. 4500/- on S.B. a/c 1200 issued by C. Swaminathan (cash).
- Ex. W44—Credit voucher HO A/c Vellore with printed No. 436166 for D.D. of Rs. 1152 dt. 30-1-91.
- Ex. W45—Credit voucher dt. 30-1-91 for Rs. 300/- (cash) in CBD loan A/c of Mr. G. Madhavan.
- Ex. W46—Credit voucher dt. 30-1-91 for Rs. 300/- (cash) in CBD loan A/c of Mr. Ahmed Basha.
- Ex. W47—Receipt Scrool Book for 13-9-86 of Melpallipattu branch.
- Ex. W48—Receipt scrool Book of 16-10-86 of Melpallipattu branch.
- Ex. W49—Receipt scrool Book of 2-3-87 of Melpallipattu branch.
- Ex. W50—Receipt scroll Book of 5-8-87 of Melpallipattu branch.
- Ex. W51—Receipt scrool Book of 30-1-91 of Melpallipattu branch.
- Ex. W52—Receipt scrool Book of 6-1-88 of Melpallipattu branch.
- Ex. W53—Loan Ledger cum Register of Melpallipattu branch.
- Ex. W54—Cash receipt book of 16-10-86 of Melpallipattu branch.
- Ex. W55—Cash receipt book of 30-1-91 of Melpallipattu branch.
- Ex. W56—D.P. Note of Mr. S. Kathirvelu of Rs. 25000/- of Melpallipattu branch, dt. 16-12-89.
- Ex. W57—Cash receipt book of 5-8-87 of Melpallipattu branch.
- Ex. W58—Cash receipt book of 6-1-88 of Melpallipattu branch.
- Ex. W59—Cash payment Book of 13-9-86 of Melpallipattu branch.
- Ex. W60—Cash payment Book of 16-10-86 of Melpallipattu branch.
- Ex. W61—Cash payment Book of 2-3-87 of Melpallipattu branch.
- Ex. W62—Cash payment Book of 5-8-87 of Melpallipattu branch.
- Ex. W63—Cash payment Book of 6-1-88 of Melpallipattu branch.
- Ex. W64—Cash payment Book of 30-1-91 of Melpallipattu branch.
- Ex. W65—Statement of housing loan A/c in the name of Mr. C. Swaminathan and Gloria Swaminathan.
- Ex. W66—Ledger Folio CBD 6/147 bearing the A/c of Mr. G. Madhavan.
- Ex. W67—Ledger Folio CBD 6/149 bearing the A/c of Mr. Ahmed Basha.
- Ex. W68—Ledger Folio of P.F. loan in the name of C. Swaminathan.
- Ex. W69—CC ledger folio 3/64 (new 1/64) bearing A/c of Mr. R. Parasuraman.
- Ex. W70—Statement of S.B. A/c 1200 in the name of C. Swaminathan at Melpallipattu branch.
- Ex. W71—Folio 19 of Jewel Stock register.
- Ex. W72—Folio 20 of Jewel Stock Register of the Bank.
- Ex. W73—Folio of Jewel loan ledger 2/73 A/c V. Ashok Kumar.
- Ex. W74—Folio of Jewel Loan Ledger 3/129 A/c M. Gowri.
- Ex. W75—Jewel Loan Ledger folio 3/9, bearing the A/c of Mr. T. Gowrinathan.
- Ex. W76—Debit Voucher for Rs. 17190/- dt. 5-8-87 in Housing Loan A/c of C. Swaminathan (Transfer).
- Ex. W77—Credit voucher for Rs. 2190/- dt. 5-8-87 in Housing Loan A/c of C. Swaminathan.
- Ex. W78—Debit voucher in Housing Loan A/c of C. Swaminathan for Rs. 13000/- dt. 6-1-88 (Transfer).
- Ex. W79—Debit voucher dt. 6-1-88 of S.B. A/c 1663 of Mr. C. Swaminathan for Rs. 1300/-.
- Ex. W80—Credit voucher dt. 6-1-88 in the housing loan A/c of Mr. C. Swaminathan for Rs. 1300.
- Ex. W81—Ledger Folio CBD 6/48, bearing the loan A/c of Mr. S. Kathirvelu.
- Ex. W82—Statement dt. 29-4-92 of Mr. C. Swaminathan to Mr. Mohan menon.
- Ex. W83—Bank's Standard application form No. S.S.I.D. 21 dt. 14-12-89 signed by Mr. S. Kathirvelu of 13.F Rajaji St, Chengam.
- Ex. W84—Demand Promissory Note for Rs. 25000/- dt. 16-12-89 executed by S. Kathirvelu favouring Bank of India.
- Ex. W85—Form CBD 9 dt. 16-12-89 executed by S. Kathirvelu hypothecating clothes to the bank.
- Ex. W86—Letter of guarantee dt. 16-12-89 for Rs. 25000/- executed by one Mr. S. Pandiyan favouring Bank of India for the advance given to be given to Mr. S. Kathirvelu.
- Ex. W87—Statement dt. 29-10-91 of Mr. K. Sarangapani, then Manager of Melpallipattu branch to Mr. S. Vivekanandan, Investigating officer, Bank of India, Zonal office, Madras.
- Ex. W88—Statement dt. 14-10-91 of Mr. C. Swaminathan, the CSE, to Mr. S. Vivekanandan, Investigating officer, Bank of India, Zonal office, Madras.

- E. W89—Statement dt. 21-8-91 of Mr. S. Pandiyan of 13/2 MGR Nagar Chengam to Mr. S. Vivekanandan, Investigating officer, Bank of India, Zonal office, Madras.
- Ex. W90—SB A/c opening card dt. 16-12-89 signed by Mr. S. Kathirvelu with which account No. 3804 opened at Melpallipattu branch of the bank.
- Ex. W91—Cheque No. 0000885 dt. 18-12-89 for Rs. 8000/- drawn by M/s Poompuhar Thuniyagam on Bank of India, Melpallipattu branch.
- Ex. W92—Cheque No. 0000886 dt. 18-12-89 for Rs. 17000/- drawn by M/s Poompuhar Thuniyagam on Bank of India, Melpallipattu branch.
- Ex. W93—Credit voucher dt. 16-12-89 for Rs. 15000/- transferring money to the account of M/s Poompuhar Thuniyagam.
- Ex. W94—Credit voucher dt. 28-12-89 for Rs. 10000/- favouring CC a/c of Poompuhar Thuniyagam to the debit of loan a/c of Mr. S. Kathirvelu.
- Ex. W95—Credit voucher dt. 3-2-90 for Rs. 500/- favouring the loan a/c of Mr. S. Kathirvelu. Credit voucher dt. 11-12-90 for Rs. 500/- favouring the loan a/c of Mr. S. Kathirvelu.
- Ex. W96—Credit voucher dt. 30-1-91 for Rs. 500/- favouring the loan a/c of Mr. S. Kathirvelu.
- Ex. W97—Debit H.O. voucher dt. 1-7-91 for Rs. 500/- from Namathodu branch M.T. favouring loan a/c of Mr. S. Kathirvelu.
- Ex. W98—Credit voucher dt. 9-7-91 for Rs. 7000/- favouring the loan a/c of Mr. S. Kathirvelu.
- Ex. W99—Credit voucher dt. 13-7-91 for Rs. 10000/- favouring the loan A/c of Mr. S. Kathirvelu.
- Ex. W100—Credit voucher dt. 6-8-91 for Rs. 12512 favouring the loan a/c of Mr. S. Kathirvelu.
- Ex. W101—CAN application form No. 460953 dt. 28-6-91 for Rs. 500 of Namathodu branch favouring S. Kathirvelu CBD 6148 at Melpallipattu branch made by Mr. C. Swaminathan.
- Ex. W102—CAN No. 0019573 dt. 28-6-91 for Rs. 500/- of Namathodu branch supplemental to item 34 above.
- Ex. W103—Debit voucher in the loan a/c of Mr. S. Kathirvelu dt. 16-12-89 for Rs. 15000/-.
- Ex. W104—Debit voucher in the loan a/c of Mr. S. Kathirvelu dt. 25-12-89 for Rs. 10000/-.
- Ex. W105—Debit voucher dt. 2-3-87 for Rs. 3700/- (cash) in the jewel loan a/c of Mr. T. Gowrinathan passed for payment by Mr. K. Sarangapani.
- Ex. W106—Withdrawal slip dt. 2-3-87 for Rs. 350/- on SB a/c 1200 of C. Swaminathan, passed for payment by Mr. K. Sarangapani.
- Ex. W107—Credit paying in-slip voucher dt. 2-3-87 for Rs. 2445 (cash) in SB a/c 1200 of Mr. C. Swaminathan, bearing his signature in blue and that of the cashier in red.
- Ex. W108—Copy of certificate of Registration No. 1081 dt. 2-2-90 issued by the Registering authority, Thiruvannamalai Sambuvarayer district for the 2 wheeler vehicle in the name of Mr. C. Swaminathan.
- Ex. W109—Statement dt. 21-8-91 of Mr. K. Shanmugam of 13-4 Rajaji Street, Chengam to Mr. S. Vivekanandan, Investigating Officer, Bank of India, Zonal office, Madras.
- Ex. W110—Statement dt. 22-8-91 of Mr. B. S. Iyer, then Manager Melpallipattu branch to Mr. S. Vivekanandan, Investigating officer, Zonal office, Madras.
- Ex. W111—Statement dt. 22-8-91 of Mr. S. Snsai Vallarnathan, now posted as sweeper at Bank's Kalasbakkam branch, to Mr. S. Vivekanandan, Investigating Officer, Z.O. Madras.
- Ex. W112—Refer ME 75 which is a similar and the same statement (W-88).
- Ex. W113—Letter from S. Kathirvelu to Mr. N. Shanmugam of 13-F, Rajaji Street, Chengam.
- Ex. W114—D.R. Letter.
- Ex. W115—26-10-93 Letter from K. Srikanth, President, Bank of India, Staff union to Th. C. Swaminathan (original).
- Ex. W116—24-2-94 Letter from K. Srikanth, President, Bank of India Staff union to Th. J. S. Bailur (xerox).

FOR RESPONDENT/ MANAGEMENT

- Ex. M1—15-9-92 Charge sheet.
- Ex. M2—15-9-92 Enquiry proceedings.
- Ex. M3—15-9-92 Documents filed before the enquiry.
- Ex. M4—18-12-93 Enquiry officer's report.
- Ex. M5—25-1-94 Second show cause notice.
- Ex. M6—11-5-94 Reply given by the petitioner.
- Ex. M7—20-5-94 Punishment order.
- Ex. M8—6-7-94 Appeal preferred by the petitioner.
- Ex. M9—5-9-94 Appellate order.

नई दिल्ली, 9 फरवरी, 2001

का.आ. 395—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 8 फरवरी 2001 को प्राप्त हुआ था।

[नं. एल-12012/211/92- आई आर (बी-II)]

सी. गंगाधरन, अव्वर सचिव

New Delhi, the 9th February, 2001

S.O. 395.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 8-2-2001.

[No. L-12012/211/92-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI

Wednesday the 24th January, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 38/2000

(In the matter of the dispute for adjudication under Section 10(1)(d) & sub-section (2A) of the Industrial Disputes Act, 1947 between the Claimant and the Management of Allahabad Bank, Chennai).

BETWEEN

The General Secretary
Allahabad Bank Staff Union
Chennai.

Claimant/I Party

AND

The Regional Manager
Allahabad Bank
Chennai.

Management/II Party

APPEARANCE :

For the Claimant : Sh. C. P. Krishnan, Adocate.

For the Management : M/s. T. S. Gopalan & Co.,
Advocate.

Reference : Order No. L-12012/211/92-IR(B-II)
dt. 28-02-2000, Govt. of India, Ministry of
Labour, New Delhi.

This dispute on coming up before me for final hearing on 9-1-2001, upon perusing the reference, claim statement, counter statement and other material papers on record, the documentary evidence on the Management side and upon hearing the arguments of counsel for Claimant Sh. C. P. Krishnan and counsel for Management Sh. T. S. Gopalan and this dispute having stood over till this date for consideration, this Tribunal passed the following:—

AWARD

This reference by Central Govt. in the exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 in respect of dispute between Sh. R. Sivanandam, Workman and the management of Allahabad Bank mentioned as Schedule appended to the order of reference.

The schedule reads as follows :—

“Whether the fixation of pay of Sh. R. Sivanandam on his promotion to clerical cadre with effect from 9-8-83 in accordance with the provisions of the settlement dated 22-01-1983 is proper and just and as per the regulations in force? If not, what relief is the disputant workman entitled to?”

On receipt of this reference, this Industrial Dispute has been taken on file of this Tribunal on 4-8-2000 as Industrial Dispute No. 38/2000. On receipt of the notice from this Tribunal both the parties appeared through their respective counsel and filed their respective claim statement and counter statement.

2. The averments in the claim statement of the Claimant/I Party are briefly as follows :—

The first party claimant (hereinafter mentioned as the Petitioner) is the General Secretary of the Allahabad Bank Staff Union as the Officer bearer of the Union is espousing the cause of the workman Sh. R. Sivanandam. The concerned workman is a member of the I Party Union. He joined the services of the Bank Management (hereinafter mentioned as the Respondent) as an armed guard at Coimbatore on 25-11-1975. Thereafter he was promoted as a clerk on 9-8-1982, and posted to work at Madras. Upon promotion from the post of Armed Guard, subordinate

cadre to the post of clerk, the Respondent Bank instead of fixing his basic pay in the scale of pay for the clerk on stage to stage basis and on par with other similarly promoted persons, fixed his basic pay at Rs. 365 instead of Rs. 385. This is unjust, arbitrary and illegal fixation of pay. So he was deprived of his due and correct salary and he was drawing less salary, when the juniors who joined the clerical post on promotion from sub staff subsequent to him were drawing more salary. Thus the juniors were fixed in higher basic by giving one additional increment. The same fitment formula was not adopted in the case of Sh. R. Sivanandam. Further, while fixing his basic pay in the clerical post, the component of C.C.A. has also been taken into account clerical pay, when he was not receiving any CCA at all as a sub-staff. Due to this also, he was not fixed in correct basic. He was promoted as clerk, when he was working at Coimbatore. He was not drawing any CCA at Coimbatore, since it was not coming under CCA area then. He would be eligible to draw CCA only after joining the post at Chennai. Aggrieved by the wrong and arbitrary fixation of basic, Thiru. R. Sivanandam had filed a writ petition W.P. 7132/87 against the anomaly in his pay fixation. The Honourable High Court while dismissing the W.P. directed him to invoke the machinery provided under Industrial Disputes Act, 1947 to redress his grievance and to indicate his right. Then the Petitioner Union took up the cause of the Workman and raised an Industrial Dispute. The Conciliation Officer, on failure of conciliation filed a report to Govt., which in turn instructed the Workman to take up the matter under Section 33C(2) of the Industrial Disputes Act 1947. Aggrieved by that order of Govt. the Petitioner Union filed W.P. 12967/93. The Honourable High Court allowed the writ petition, directing the Govt. to refer the dispute for adjudication. Thus this reference for adjudication is made by any order by the Central Govt. Two juniors, V. K. Gopalakrishnan and B. Subramanian were given one additional increment But B. Sivanandam was not given additional increment Therefore it is arbitrary and discriminatory. Those juniors were fixed higher basic pay and they have been drawing more and higher salary than R. Sivanandam It is against the basic rules of service law. In any even Sh. R. Sivanandam is entitled to get same basic and salary on par with his juniors when the qualification and the nature of duty are one and the same. Therefore this Honourable Tribunal may be pleased to pass an award holding that the fixation of basic pay of Sh. R. Sivanandam on his promotion to clerical cadre with effect from 9-8-1982 at Rs. 365 as unadjusted, consequently fix the basic pay at Rs. 385 with effect from 9-8-1982 with periodical revisions arrears and consequential benefits and direct the II Party to pay the same with cost.

3. The averments in the counter statement of the Respondent are briefly as follows:—

This dispute can obviously only be a collective Industrial Dispute. The Petitioner Union has to prove its representative character and its authority and competence to espouse the cause of Sivanandam and raise the dispute. There is no valid Industrial Dispute capable of being adjudicated. As such the order of reference is bad in law. The service conditions of officers of the Respondent are governed by Allahabad Bank Officers

service regulations 1979. These regulations are statutory. They have been made by the board of Directors of Respondent in the exercise of powers vested on them under Section 19(1) of the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970, in consultation with the Reserve Bank of India. The Respondent has not made any special provision in the case of officers governing the conditions of service of the workmen. Their conditions of service are governed by Shastri Award as modified by the Desai Award and bi-partite settlements under the Industrial Disputes Act made from time to time at the industry level between the Indian Banks Association on the one hand and Federation of workmen union on the other. The industry level bi-partite settlement provides for categorization of areas, categorization of Banks, wage structure including scales of pay, dearness allowance, special allowance, city compensatory allowance, house rent allowance, rules of discipline, procedure for disciplinary action, transfer and terminal benefits. It has been the practice of individual banks including the Respondent to enter into separate settlements with their workmen at Bank level regarding promotion policy fitment on promotion, transfer policy etc. In consonance with general practice prevailing in the banking industry the Respondent from time to time entered into bank level settlement with the majority union regarding the policy for promotion within the cadre and one cadre to another. In the year 1980, the workman of the Respondent made a demand for revision of the formula of fixation of basic pay for subordinate staff on promotion to clerical cadre and pending settlement of the demand it was agreed to have a provisional formula which was reduced to writing in the Bank's circular dt. 11-6-1980. As per the provisional formula, a chart showing the corresponding basic wage admissible to a member of the subordinate staff on promotion to clerical cadre was prepared on the basis of the chart, the basic wage was to be fixed on promotion. The revised formula was made applicable to those who had already been promoted on or after 1-9-1978. On the date when the settlement was made in 1983, the concerned workman was a member of the union which formed part of the All India Allahabad Bank employees co-ordination committee and as such he was bound by the said settlement. Since the concerned workman was posted to Mountroad Branch on promotion, his total emoluments had to be protected by taking note of the city compensatory allowance payable to him. As the concerned workman was working as a subordinate staff in an area where city compensatory allowance could not be included in arriving at the total emoluments payable to him as a subordinate staff, the basic pay of the concerned workman consequent to his promotion to clerical cadre was correctly fixed at Rs. 365 and the action of the Management in fixing the said basic pay cannot be said to be illegal, arbitrary or unjustified. Gopalakrishnan and Subramaniam were promoted later, when their basic pay and D.A. of subordinate staff cadre was higher than that of the concerned workman at the time of his promotion in 1982. The basic pay of the concerned workman on promotion to clerical cadre was fixed on the basis of the formula laid down under the settlement dt. 22-01-1983. Therefore the Bank cannot be accused of having discriminated the concerned workman against employees who were subsequently promoted. The fitment of basic pay of an employee from one cadre to another depends on the

D.A.'s rate which was prevailing at the time of his promotion. As the action of the Respondent in fixing the basic pay of the concerned workman on his promotion from subordinate staff cadre at Rs. 365 is perfectly justified, it does not call for interference. Therefore it is prayed that this Honourable court may be pleased to pass an award upholding the action of the Respondent and rejecting the claim of the Petitioner.

4. When the matter was taken up for enquiry, counsel on either side represent that they have no oral evidence on their respective side and made endorsement to that effect on claim statement. Seven documents on Management side alone were marked by consent as Ex. M1 to M7. Counsel on either side have advanced their arguments for their respective sides.

5. The point for my consideration is.—Whether the fixation of pay of Sh. R. Sivanandam on his promotion to clerical cadre with effect from 9-8-83 in accordance with the provisions of settlement dated 22-1-1983 is proper and just and as per regulations in force? If not, what relief is the disputant workman entitled to?

POINT.—It is the case of both the parties that the disputant workman Sh. R. Sivanandam was promoted to clerical cadre from subordinate cadre of Armed Guard with effect from 9-8-1982 and it is not from 9-8-83 as mentioned in the schedule of reference. The said workman was promoted to clerical cadre as per the order of the Manager of the Respondent Bank dated 31-7-1982. The xerox copy of the same is Ex. M2. In that order itself, it is stated that his basic pay has been fixed at Rs. 365 plus D.A. as applicable, from the date he reports for duty as cash clerk at Mountroad Branch. It is further stated therein that he will also draw the HRA and CCA as applicable at Madras. The learned counsel for the Petitioner has argued that the Petitioner union is not a party to that settlement, but it is governed by the settlement dated 22-1-1983 with the Bank Management by Majority Union, (i.e.) All India Allahabad Bank Employees Co-ordination Committee. It is admitted that when the disputant workman got promotion under the original Ex. M2, when he was working in Coimbatore. It is a non city compensatory allowance area. It is his further contention that salary is not specifically mentioned in the settlement dated 22-1-1983 and the components that taken into account were Basic Pay, Special Allowance, Dearness Allowance, House Rent Allowance and not City Compensatory Allowance for clerical cadre and the Management Bank ought to have fixed the Basic Pay of the concerned workman after transferring him to Madras, a City Compensatory Allowance area, whereby the anomaly would have been avoided. It is his further argument that the Bank Management would have transferred the concerned workman from Coimbatore to Madras and after that could have fixed up his Basic Pay for his promotion to clerical cadre. Instead, the concerned workman was given promotion at Coimbatore itself and after fixing up his Basic Pay there in the promotion clerical cadre, he has been transferred to Madras. He has also argued that his juniors O. K. Gopalakrishnan and B. Subramaniam, who were working as Daftry and Bill Collector respectively in the subordinate cadre were promoted

later and are drawing more pay by getting their Basic Pay fixed at Rs. 405, when the concerned workman's Basic Pay was fixed at Rs. 365 on promotion. This is against the basic rules and service laws. Though those two juniors have joined service subsequent to the concerned workman on 17-8-78 and 12-2-76 were promoted to clerical cadre on 7-11-83 subsequent to the promotion of the concerned workman on 9-8-82. The Bank Management ought to have fitted the concerned workman's Basic Pay at Rs. 385 and not at Rs. 365. Thus the fixation of pay for the concerned workman on his promotion to clerical cadre by the Bank Management is not just and proper.

The learned counsel for the Management has put forth an argument stating that the argument advanced by the learned counsel for the Petitioner Union is incorrect and unacceptable. He would further say, that the question of fitment on promotion is concerned only governed by each bank level. When the workman R. Sivanandam was given promotion under the original of Ex. M2 order on 31-7-82, Ex. M1 circular was in force. In accordance with that circular only, the concerned workman's Basic Pay on promotion to clerical cadre was given. Subsequent to that, the circular dated 21-1-83 was given effect to and the concerned workman as the then member of the majority union, who is bound by that settlement has to take that settlement as it is. This Tribunal cannot rewrite that settlement and cannot annul that settlement. Because the settlement is not a unilateral settlement of the Bank Management. But a settlement between the Allahabad Bank Management and All India Allahabad Bank employees co-ordination committee on the promotion policy. Ex. M3 is a copy of that settlement dated 22-1-1983. So the contention of the learned counsel for the Petitioner that the fixation of pay of Shri R. Sivanandam on his promotion to clerical cadre though in accordance with the provisions of settlement dated 22-1-83 is not just and proper cannot be acceptable.

The perusal of Ex. M1 circular dated 11-6-1980 shows that the fitment of salary of the subordinate staff on promotion to clerical cadre had been made provisionally as per the chart given therein the circular subject to discussion and finalisation of the same with the All India Allahabad Bank employees co-ordination committee. So according to this fitment formula given in the circular, the concerned workman who got promotion as per Ex. M2 on 31-7-82 prior to Ex. M3 settlement dated 22-1-83 has been fixed his Basic Pay at the promotion of clerical staff at Rs. 365. This is evidently clear from the fitment chart Ex. M4 for the workman Sh. R. Sivanandam. The particulars given in this Ex. M4 is not disputed. As on 8-8-82, the day earlier to the workman R. Sivanandam joined in the promotion post of clerical cadre his Basic Pay with Special Allowance comes to Rs. 324. As per clause 3 of the fitment chart mentioned in Ex. M1 his Basic Pay on promotion scale of clerical staff is Rs. 365. From this, it is seen that the Bank Management has correctly adopted the procedure as per the settlement.

The learned counsel for the Respondent Management has argued in answering to the argument of

the learned counsel for the Petitioner that "the juniors to the concerned workman are getting more pay than the said workman", that Ex. M5 and M6 are the fitment chart of those two employees Sh. O. K. Gopalakrishnan and V. Subramaniam respectively and when both of them got promotion on 7-11-83 their Basic Pay on the earlier day as sub-staff was Rs. 300. But, the Basic Pay of the concerned workman as sub-staff on the day prior to his promotion is Rs. 290 only and that was why there is a difference in pay among these three people. So from this, it is seen that in view of the promotion policy adopted by the Management Bank, which is in accordance with their settlement with the majority union, cannot said to be improper or unjust. Further the learned counsel for the Respondent Bank has put forth an argument that the union has raised this dispute belatedly only on 23-10-91 and no reason has been given by them for raising the dispute in 1991 questioning the fixation of basic pay of the workman on his promotion in the month of August, 1982. So on that score itself, the claim of the Petitioner union cannot be sustained. For this the learned counsel for the sustained. For this the learned counsel for the Petitioner replied that a writ has been filed in this regard in 1987 was dismissed only in 1991 and subsequent to that only, this dispute has been raised. So, it cannot be considered as a belated raising of this dispute and further this concerned workman has become the member of the Petitioner union only in 1990. This reply given by the learned counsel for the Petitioner as an answer to the belated raising of this dispute is acceptable. From the above discussions it can be concluded that the fixation of pay of Sh. R. Sivanandam on his promotion to clerical cadre with effect from 9-8-82 is in accordance with the provisions of the settlement dated 22-1-1983 and it is proper and just as per the regulations in force and hence the disputed workman is not entitled to any relief. Thus I answer the point accordingly.

In the result an award is passed holding that the Petitioner union cannot be granted the relief prayed for on behalf of the employee R. Sivanandam. No cost.

Dictated to the typist typed her direct and corrected and pronounced by me in the open court on this day the 24th January, 2001.

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

Documents marked :

For Claimant/I Party : Nil

For Management/II Party :

Ex. No.	Date	Description
M1	11-06-1980	Xerox copy of the circular issued by the Respondent.
M2	31-07-1982	Xerox copy of the letter from the II Party to the concerned workman.

M3 22-01-1983—Xerox copy of the settlement on promotion policy under Section 18(1) of the I.D. Act.

M4 22-1-1983—Xerox copy of the chart showing the fitment of the concerned workman in the clerical cadre.

M5 22-1-1983—Xerox copy of the chart showing the fitment of Sh. O. K. Gopalakrishnan in the clerical cadre.

M6 22-1-1983—Xerox copy of the chart showing the fitment of Sh. B. Subramaniam in the clerical cadre.

M7 22-04-1989—Xerox copy of the extract of clause 12 of the Memorandum of settlement under Section 18(1) of the I.D. Act.

नई दिल्ली, 9 फरवरी, 2001

का.प्र. 396.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार सेन्ट्रल बैंक आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोलम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8 फरवरी 2001 को प्राप्त हुआ था।

[सं. एल-12012/360/97-आई आर (बी-II)]
सी. गंगाधरन, अवर सचिव

New Delhi, the 9th February, 2001

S.O. 396.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kollam as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 8-2-2001.

[No. L-12012/360/97-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 9th day of January, 2001)

PRESENT :

Sri P. V. Abraham
Industrial Tribunal

IN

Industrial Dispute No. 6/98

BETWEEN

The Regional Manager, Central Bank of India
Regional Office, P. B. No. 98, Gopal Buildings,
Thyvilla Road, Trivandrum.

(By Sri R. Kunjukrishnan Potti, Advocate,
Trivandrum)

AND

Smt. Vimala Bai, K., W/o Sri. A. Challappan, Parakkottukonam, Puthuval Puthenveedu, Chempazhanthi P.O., Trivandrum.

(By S/o H. B. Shenoy & Ashok B. Shenoy, Advocates, Ernakulam)

AWARD

The Government of India as per Order No. L/12012/360/97-IR (B-II) dated 27-2-1998 referred this industrial dispute for adjudication to this Tribunal.

The issue referred for adjudication is the following :

"Whether the action of the management of Central Bank of India in terminating the services of Smt. Vimala Bai, K., w.e.f. 25-8-1997 is legal and justified? If not, to what relief the said workman is entitled?"

2. As per award dated 6-5-1999 it was held that the termination of service of the workman was illegal and unjustified and the workman was entitled to be reinstated in service with all benefits. However the management had filed original petition No. 23176/99-H before the Hon'ble High Court of Kerala and as per judgment dated 31-3-2000 the award passed by this Tribunal was set aside and was directed to consider this industrial dispute again affording opportunity to both parties. The Hon'ble High Court has also directed to pass an award within three months from the date of receipt of a copy of the judgment.

3. The workman has contended that she was employed as a Peon at Trivandrum branch of the management bank from 22-10-1987 onwards. She had also worked at Rishimangalam branch and the Trivandrum Regional Office of the management bank. Even though she was appointed in a regular vacancy of Peon and she was doing regular and permanent nature of work, no appointment order was issued her. She was treated as a temporary workman. Even though she had requested the management to regularise her services, no steps were taken in that direction. According to the workman, she had worked for 54 days in the year 1987, 257 days in 1988, 235 days in 1989, 190 days in 1990, 221 days in 1991, 252 days in 1992, 174 days in 1993, 244 days in 1994, 136 days in 1995, 160 days in 1996 and 161 days in 1997. However the management had terminated her services w.e.f. 25-8-1997 without assigning any reason and in violation of chapter V-A of the Industrial Disputes Act ('the Act' for short). The workman has further contended that as she had completed 240 days of service during a period of 12 consecutive months before 12-3-1991. In view of the circular No. C-622 dated 12-3-1991 issued by the management. She should have been absorbed on regular basis as a peon under the management. In the circumstances the workman seeks to pass an award directing the management to reinstate her in service with all benefits.

4. The management has contended that Smt. Vimala Bai was engaged by Rishimangalam and Trivandrum branches of the management for short periods on daily wages and she was not having any continuous service with the management. She was a casual labour and the management had never appointed her as a peon. The Employment Exchange had sponsored her name for engaging her as casual labour. She was not working against a regular vacancy of peon in the bank. The management had never appointed Smt. Vimala Bai in the service of the bank and hence there is no question of any retrenchment. The provisions of chapter V-A of the Act is applicable only to persons who are engaged by the management on regular basis. According to the management, they have not violated the provisions of law, all India Awards and bipartite settlements because of the reasons that Smt. Vimala Bai was employed only as a casual labour on daily wages. As Smt. Vimala Bai was engaged only as a casual labour, she is not workman as defined under the Act and therefore the management has not violated the provisions of Chapter V-A of the Act. The management has further contended that circular No. C-620 or circular No. CO 93-94 and 234 dated 29-9-1992 is not applicable to Smt. Vimala Bai. Smt. Vimala Bai is not qualified to be appointed as a permanent employee under the management and she had not worked as a casual labour under the management for more than 240 days during a continuous period of 12 months. In the circumstances the management seeks to pass an award holding that the workman is not eligible for any relief.

5. The workman who was examined as WW1 has stated in evidence that he had been working under the management in their Trivandrum main branch as peon from 22-10-1987. The management had denied employment to her w.e.f. 25-8-1997. She had worked under the management for 2013 days during the period from 22-10-1987 to 25-8-1997. The workman has further stated in her evidence that during the years 1988, 1992 and 1994 she had worked under the management for more than 240 days. Her working time was from 10 AM to 5.30 PM. Before she was denied employment, no compensation nor any notice was given to her. Even though the management has contended that the workman had not worked on 240 days in any continuous period of 12 months, they have not produced any service registers to prove that contention. According to the workman, she was not allowed to sign any attendance register or wages register by the management and she was paid wages after obtaining signatures in the vouchers. In the circumstances the workman had filed a petition seeking to direct the management to produce the register of retrenched and temporary employees, the Profit and Loss miscellaneous daily wages paid account and the debit slips/vouchers in respect of the Profit and Loss miscellaneous daily wages paid account maintained at Trivandrum and Rishimangalam branches and Trivandrum Regional office of the management bank for the period from 1-10-1987 to 31-8-1997 and five circulars issued by the bank and other two letters issued by the bank. As per order dated 17-11-1998 my predecessor had directed the management to produce the documents called for in the petition. Except three circulars and few vouchers maintained at

Rishimangalam branch for the period from 6-4-1993 to 6-8-1994, other documents called for by the workman were not produced before this Tribunal. The management has not filed any objection nor any affidavit stating that the documents are not in their possession. In the circumstances it is only reasonable to draw adverse inference against the management. Therefore I accept the oral evidence of the workman and hold that she had worked more than 240 days during 1988, 1992 and 1994.

6. Ext. W6 is a photostat copy of a letter issued by the branch manager of the Trivandrum branch of the management bank. The workman had filed a petition seeking for a direction to produce the original of Ext. W6 letter and as per order dated 17-11-1998 my predecessor had directed the management to produce that document. Despite that the management had neither produced that document nor filed any affidavit saying that the document is not available with them. On a perusal of Ext. W6 it can be seen that the workman had eroded the eligibility criteria fixed for absorption in the management's service.

7. Ext. W5 is a photostat copy of the central office circular dated 12-3-1991 issued by the management prescribing criteria for absorption of temporary employees in the management's service. The management has also produced another photostat copy of that circular along with a photostat copy of the memorandum of settlement arrived at between the management and All India Central Bank Employees Federation. On a perusal of the settlement mentioned above, it can be seen that Ext. W5 circular was issued by the management on the basis of settlement. Clause-1 of the settlement mentioned above is extracted hereunder :

- (1) To absorb all those temporary employees who have put in 240 days of temporary service in any continuous period of 12 months after 1-1-1982 upto 31-12-1990 subject to the following :
 - (a) Qualification/age norms will not be insisted.
 - (b) No test/interview will be conducted for such candidates.
 - (c) Such candidates will be absorbed in the future vacancies.
 - (d) Those who have worked full time sub-staff shall be absorbed as regular sub-staff while those who have put in 240 days of temporary service as part time Safai Karmcharies shall be absorbed as permanent part time Safai Karmcharies only eg. 1/3 wages, 1/2 wages, 3/4 wages respectively or at consolidated wages as the case may be.
 - (e) Postings will be made within the region.
 - (f) No arrears shall be payable.
 - (g) No back dated weightage in seniority will be given.
 - (h) Candidates covered above will be given appointment first before any recruitment is made.

Based on the settlement extracted above Ext. W5 circular was issued by the management and clause-3 of Ext. W5 circular is extracted hereunder :

(3) (1) Temporary employees who have put in 240 days of temporary service in any continuous period of 12 months after 1-1-1980 upto 31-12-1990 will be considered for absorption in the immediate available vacancies without any test and interview.

3(2) Qualification and age norms will not be insisted for them.

3(3) Such candidates will be considered for appointment first before initiating any recruitment process.

3(4) Such candidates will not be entitled to arrears of wages and back dated weightage in seniority.

3(5) Candidates who have acquired higher qualifications than what is prescribed for recruitment of subordinate staff after their initial their temporary engagement shall not be eligible for any consequential benefit like appointment in clerical cadre etc.

3(6) Candidates will be absorbed as Peons only at any of the office in the region.

3(7) In respect of Safai Karmacharies, they will be absorbed in their respective scale wages viz: consolidated wages 1|3rd, 1|2nd, 3|4th or full time scale Safai Karamchari as the case may be.

3(8) An undertaking/affidavit incorporating aforesaid terms and conditions should be obtained from the candidates before issuing the appointment letter.

8. I have already found that the workman had worked for more than 240 days during 1988, 1992 and 1994 under the management as a Peon. In view of clause (1) of the settlement and clause (3) of Ext. W5 circular extracted above and as the workman had worked for more than 240 days during 1988 under the management, he should have been appointed on permanent basis in the immediate available vacancy. Despite that the management had denied the workman even the temporary employment during 1997. Clause (1) of the settlement extracted above is binding on the management and in the circumstances the workman is eligible to be absorbed as a regular Peon under the management's service. The settlement mentioned above was signed on 24-12-1990 and in view of clause (1) (h) of the settlement extracted above, the workman should have been given appointment first before any recruitment was made thereafter. In the circumstances I hold that the workman will be eligible to reckon his seniority from the date on which a Peon was appointed under the management at their Trivandrum region after 24-2-1990. However the workman will not be eligible for any back wages.

9. In the result, an award is passed directing the management to reinstate the workman in service as

a regular Peon without any backwages and reckon his seniority from the date on which a Peon was regularly appointed in the Trivandrum region of the management bank after 24-12-1990.

P. V. ABRAHAM, Industrial Tribunal

Witness examined on the side of the Management

MW1. Nil.

Witness examined on the side of the Workman

WW1. Smt. K. Vimala Bai the concerned workman.

Document marked on the side of the Management

Ext. M1. Nil.

Documents marked on the side of the Workman

Ext. W1.—Letter dated 22-10-1987 from the management to the workman.

Ext. W2.—Complaint dated 28-10-1997 submitted by the workman to the Asst. Labour Commissioner (Central).

Ext. W3-series.—Photostat copy of the objections dated 13-10-1997 and 5-11-1997 submitted by the management to the Asst. Labour Commissioner (Central).

Ext. W4.—Minutes of conciliation proceedings held on 6-11-1997 before the Asst. Labour Commissioner (Central) Trivandrum.

Ext. W5.—Photostat copy of Central Office Circular dated 12-3-1991 issued by the management.

Ext. W6.—Letter from the branch manager of Trivandrum branch to the Regional Office, Trivandrum.

नई दिल्ली, 29 जनवरी, 2001

का. आ. 397.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गन कैरिज फैक्ट्री के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-2001 को प्राप्त हुआ था।

[सं. एल-14012/15/86-डी-II (बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 29th January, 2001

S.O. 397.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal| Labour Court, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Gun Carriage Factory and their workman, which was received by the Central Government on 29-1-2001.

[No. L-14012/15/86-D. II(B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

Case No. CGIT|LC|R|77|88

Presiding Officer : Shri K. M. Rai

Shri Laxman Prasad,

T. No. 2368|N.I.E.|C.M.D. II,

Adhartal, In front of Power House,

Sanjay Nagar,

Sastri Ward No. 6,

Adhartal, Jabalpur

... Applicant

Versus

The General Manager,

Gun Carriage Factory,

Jabalpur

... None-applicant

AWARD

Passed on this 16th day of January, 2001

1. The Government of India, Ministry of Labour vide order No. L-14012|15|86-D. II(B) dated 22nd July, 1988 has referred the following dispute for adjudication by this tribunal—

“Whether the management of Gun Carriage Factory, Jabalpur is justified in terminating the services of Shri Laxman Prasad, Driver Grade II vide order dated 18-5-85? If not, to what relief and from what date the workman concerned is entitled to?”

2. The case for the workman is that he was working as a driver in the GCF, Jabalpur since 1974. His performance had been absolutely satisfactory. On 5-8-92, one management's truck No. MBJ5367 was found abandoned near Raddi chowki, Jabalpur at about 6.10 P.M. The management was not aware of the missing of the said vehicle until they were informed by the police authorities of police station, Gohalpur. The management deliberately, to save the real culprit, wrongly suspended the workman for the alleged missing of the said vehicle. The chargesheet of misconduct dated 14-12-82 was served on the workman who gave the explanation to the same. The management did not accept the explanation of the workman and proceeded with the DE.

3. The workman further alleges that the Enquiry Officer found the charges proved against the workman and submitted his report to the Disciplinary Authority. After accepting the said report, the Disciplinary Authority imposed the penalty of removal from service on 18-5-85. The appeal was preferred against the said order and ultimately the

Appellate Authority concurring with the Disciplinary Authority rejected his appeal on 19-6-87. The workman was not given proper opportunity for defending himself during the Departmental Enquiry. He was not given sufficient opportunity to adduce defence witness in support of his case. He was not allowed to inspect the relevant documents relied on by the prosecution during the course of enquiry proceedings. He was not permitted to examine as many defence witnesses as he wanted. In this way, the Enquiry Officer proceeded with the Departmental Enquiry in a prejudicial manner adversely affecting the case of the workman. The finding of Enquiry Officer is absolutely perverse. The charges have not been proved against the workman on the evidence available on record. The Enquiry Officer held the charges No. 1, 2 & 3 not proved and the remaining charges No. 4 & 5 were held proved against him which is not just and proper. These charges were not supported by the material on record. He had not got the diary signed through other person fraudulently in order to save himself from the charges of misconduct. In view of all these facts, the order of removal from service deserves to be set aside. He is entitled to reinstatement with all back wages and other consequential benefits attached to the post.

4. The case for the management is that the workman was working as Civilian Motor Driver Gr. II in GCF, Jabalpur. On 4-9-82, about 7.30 P.M., the workman had committed the theft of Govt. truck No. MPJ-5637 and in order to save himself he fraudulently made entries in the vehicle diary and get it signed against the rules and regulations of the factory. The matter was reported to the authorities and the chargesheet for committing this theft was framed against the workman. He was suspended w.e.f. 19-9-82. He denied the charges and the DE was conducted against him. The management further alleges that on the request of the workman, the Enquiry Officer was changed in order to conduct the Departmental Enquiry in a fair and just manner. On his request several opportunities were given to him to defend his case. He was also given the opportunity to take the help of Assistant to defend his case. He was also given ample opportunity to produce the witness in this case. The Enquiry Officer held the charges No. 4 & 5 proved against the workman after appreciating the evidence adduced by the parties during the Departmental enquiry. Charges No. 1, 2, 3 were held to be not proved on account of insufficient evidence. The Enquiry Officer had properly appreciated the material on record and thereafter he had held the charges No. 4 & 5 proved. The report was submitted to the Disciplinary Authority who accepted the same after carefully examined the record. Ultimately the Disciplinary Authority awarded the punishment of removal on 18-5-85. The punishment of removal from service is absolutely just and proper and does not require any interference.

5. The workman raised the dispute before the RLC(C), Jabalpur and on failure of conciliation proceeding, the matter was referred to the Government of India, Ministry of Labour, New Delhi for reference of the dispute to this tribunal for adjudication. Thereafter the matter has been referred to this tribunal by the Government of India for adjudication.

6. On 4-1-91, this tribunal passed the award and held the termination order as just and proper. The workman filed the writ petition before the High Court of MP at Jabalpur challenging the validity of this award. On 6-5-99, the High Court remanded the case to this tribunal for considering the question of quantum of punishment awarded by the management. The enquiry has been held to be just and proper and therefore, this question does not need further consideration.

7. The sole point for determination in the case is as to whether the award of punishment of removal from service given to the workman is just and proper?

8. The workman was charged for committing theft of the vehicle and procuring the entry in the vehicle book by exercising fraud in order to save himself from the misconduct. From the material on record, it is not established that the workman had committed the theft of vehicle in question on 4-9-82. It has also not been proved that by any fraudulent means the workman got the entry of the vehicle in the vehicle diary to show that the vehicle was kept inside the campus of GCF on the relevant day. In the absence of the material on record, the enquiry officer held the charges No. 1, 2 & 3 not proved against the workman. None of the prosecution witnesses had deposed during the proceeding that the workman had in any manner avoided to perform his duty assigned to him by the management. No relevant record has been produced by the management to show that on the day of occurrence, the workman was deputed to perform the duty at Satpuda Sub-station and he avoided to be present at the site for performing the necessary duty. In the absence of evidence on record, it cannot be presumed that the workman is guilty for distribution of duty as alleged in the chargesheet. None of the witnesses had seen him removing the truck in question dishonestly from the premises of GCF Jabalpur and abandoning the same at Raddi Chowki, Jabalpur. If no such criminal activities of the workman has been proved by the prosecution then it cannot be held from the material on record that he had fraudulently got the entry of the vehicle in the diary in his favour in order to save himself from the alleged misconduct. The workman cannot be held guilty for the alleged charges on the basis of surmises only. Suspicion how-so-ever strong cannot take the place of proof. In view of all these facts, I find that the charges had not been

proved against the workman from the material on record and therefore, the punishment of removal awarded to the workman is illegal and cannot be sustained in the eye of law. The High Court too has observed emphatically in its order in respect thereof.

9. On the foregoing reasons, the punishment of dismissal awarded by the GCF, Jabalpur is hereby set aside. The workman shall be reinstated with all back wages. He should be given all consequential benefits as if he were never dismissed from service. He shall be deemed to be in service from the date of dismissal till his re-instatement.

10. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 30 जनवरी, 2001

का. मा. 398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमान्डर वर्क्स इंजीनियर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2001 को प्राप्त हुआ था।

[सं. एल-14011/41/2000-आई आर (डी यू)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 30th January, 2001

S.O. 398.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/ Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Commander Works Engineer and their workman, which was received by the Central Government on 30-1-2001.

[No. L-14011/41/2000-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE
BEFORE SHRI B. L. JATAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. I.D. 379/2000

Union through
Branch Secretary,
Chandigarh Area MES Workers Union,
CSO MES Colony,
H. N. 26 Chandimandir,
Panchkulla, Haryana ... Workman

Versus

नई दिल्ली, 7 फरवरी, 2001

Commander Works Engineer,
Chandimandir,
Panchkulla (Haryana) ... Management

APPEARANCES :

For the workman : Shri Puran Chand

For the management : Shri Rudal Shah

AWARD

Dated 3rd of January, 2001

The Central Govt. vide Gazette Notification No. L-14011/41/2000-IR(DU) dated 28th September, 2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Commander Works Engineer, Chandimandir in denying the under mentioned demands of the Chandigarh Area MES Workers Union is just and legal ?

- (1) Removal of discrepancies of three grade structure.
- (2) Holding of DPC for FGM HS Grade-I.
- (3) To fill the vacant post of industrial staff in all categories.
- (4) Timely payment of all dues to the retired/dependant of deceased workers.
- (5) Payment of washing allowance.
- (6) Maintaining of seniority list of each category of workers.

If not, to what relief the union/concerned workman are entitled ?"

2. Today the case was fixed for filling of claim statement by the workman. Mr. Puran Chand, Secretary of the Union appeared and made the statement that the demands under reference has been amicably settled with the management, and there remains no dispute with the management. Statement to this effect has also been recorded of the rep. of the management. In view of the above, the present reference is returned to the Ministry as no dispute Award, as the dispute has been settled amicably. Appropriate Govt. be informed.

Chandigarh,

3-1-2001.

B. L. JATAV, Presiding Officer

का.आ. 399.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार ऑप्टो इलेक्ट्रॉनिक्स फैक्ट्री के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-2-2001 को प्राप्त हुआ था।

[सं. एल-14011/12/99-आई.आर. (डी.यू.)]
कुलदीप राय वर्मा, डस्क अधिकारी

New Delhi, the 7th February, 2001.

S.O. 399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Opto Electronics Factory, and their workman, which was received by the Central Government on 7-2-2001.

[No. L-14011/12/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, LUCKNOW

Presiding Officer : Rudresh Kumar

ADJUDICATION

BETWEEN

PRESIDENT:

Pratiraksha Shramik Sankh Opto Electronics
Raipur,
Dehradun
(espousing cause of Jeet Singh)

AND

General Manager
Opto Electronics Factory,
Raipur
Dehradun-248001.

AWARD

By reference No. : L-14011/12/99/IR(DU) Dated 18-11-1999, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub section (1) of section 10 I.D. Act., 1947 made over this industrial dispute between President, Pratiraksha Shramik Sangh Opto Electronics, Raipur, Dehradun espousing cause of Jeet Singh and the General Manager, Opto Electronic Factory, Raipur Dehradun for adjudication.

The reference is re-produced as under :

"Whether the action of the management of Opto Electronics Factory in not promoting

Sh. Jeet Singh fitter general (Skilled) to the post of H.S.-II from August, 1998 is legal and justified? If not, to what relief he is entitled?"

2. Pratiraksha Shramik Sangh Opto Electronics, Raipur Dehradun has espoused the cause of Jeet Singh a fitter general (Skilled) MCP 133 No : 500549. Jeet Singh was appointed on 24-4-1989 as semi skilled fitter and promoted as skilled fitter on 31-7-1991. He became eligible for next promotion on 1-8-1994 but could not be promoted due to non-availability of vacancies. Two clear vacancies, in Highly Skilled Gr.-II (H.S.-II) became available on 1-8-1998. The workman was senior most and qualified to be considered for promotion but was denied his entitlement.

3. The management, instead of considering him for promotion reduced the strength of general trade fitters from 79 to 77 by redesignating two fitters in Painting trade. Despite reduction in strength, one vacancy in HS-II remained available in general trade, requiring consideration of the workman. The management did not promote workman against the said vacancy, but reserved this vacancy for a Schedule Tribe fitter. Incidentally, no such eligible fitter was available for consideration at that time. This vacancy was kept in abeyance and was filled by a Schedule Tribe fitter in May 1999. In this context it is relevant to mention that one Schedule Tribe vacancy was filled by a Schedule Tribe, converting the same against rules. The promotion of Schedule fitter in HS-II was against vacancy for general category.

4. Management admitted that Jeet Singh was a qualified and eligible fitter due for promotion in H.S.-II category on 1-8-1998. He was senior most. It is stated that the strength in general category stood reduced on redesignation and transfer of two skilled fitters to Painting Trade and on this reduced strength of 77, the promotional vacancies on proportionate basis @35% of actual strength became 27 only. Since reserved category post for Schedule Tribe fitter was not filled, due to non-availability of a suitable Schedule Tribe fitter, hence this vacancy was kept pending and filled in May 1999, on availability of a suitable Schedule Tribe fitter. It is not denied that as per roaster, this vacancy should have gone in favour of general category. It is also conceded that one Schedule Tribe category vacancy was filled by a Scheduled Caste category in 1997, in excess of its quota. To fillup this shortage a general category vacancy was converted into Scheduled Tribe quota.

5. Thus, the points emerging for consideration are:

- Whether any general category vacancy existed on 1-8-1998, and the workman was entitled to promotion?
- Whether action of the management was justified in not considering the workman and keeping this vacancy in abeyance?
- Whether converting of Scheduled Tribe vacancy in Scheduled Caste vacancy was permissible under rules and likewise whether the management could fill up general category vacancy by denying promotion to workman and converting into Scheduled Tribe category? and

(iv) To what relief the workman is entitled?

6. The admitted facts are that categorisation/classification of posts on the basis of pay scale and proportional upgradation/promotion followed in the establishment is as under :

(i) Semi Skilled	2650-4006	65%
(ii) Skilled	3050-4590	
(iii) Highly Skilled Gr. II	4000-6000	20%
(iv) Highly Skilled Gr. I	4000-6000	15%
(v) Master Craftman	5000-8000	One Post
		35%

7. As per rules semi skilled and skilled categories fitters, in general fitter trade, occupied 65% of the sanctioned strength (80). From amongst them 20% could be promoted in H.S.-II grade and 15% in H.S.-I grade from H.S.-II grade. There was only one for the Master, Craftman. Management clarified that H.S.-II and H.S.-I posts are in the same scale as per Vth Pay Commission Report, so, 35% (20+15) vacancies are being filled from fitters (skilled) as per 200 points roaster.

8. It is admitted that functional strength on 1-8-1998 in general fitter trade was 79. Promotional posts on calculations @35% was 27.65 ($79 \times 35/100$) i.e. 28, against which 26 persons were working and there was two available vacancies. Undeniably, the workman, Jeet Singh was qualified and being senior most and eligible to promotion was entitled to be considered. The management did not initiate any action to consider his promotion and in the succeeding month, redesignated two skilled fitters of this trade to Painter trade, reducing the strength from 79 to 77. On this reduction also, the promotional available posts in H.S.-II grade, were $77 \times 35/100 = 26.95$ i.e. 27. As only 26 fitters in H.S.-II were working, there was one available vacancy. The management did not consider promotion of the workman against this vacancy, but reserved it for Scheduled Tribe category. This is admitted that Scheduled Tribe eligible fitter was not available at that time and the vacancy was kept unfilled till May, 1999. The grievance of the workman is that the vacancy in general category should not have been converted into Scheduled Tribe category. The management acting against quota rules and roaster system followed in the establishment, had converted and filled one vacancy in Schedule Tribe quota by Schedule Caste category, in 1997, and with a view to rectify this error, it denied promotion to the workman by converting general category vacancy into Schedule Tribe vacancy. A Schedule Tribe fitter was not available at that time. The quota rule could have been followed scrupulously the management acted illegally in denying the workman his already over due promotion. If the Scheduled Tribe vacancy was filled by Scheduled Caste category, the same could have been reconverted.

9. The management failed to show any rule or order to justify its action as how and under what rules the vacancy in general category could be filled by a Schedule Tribe fitter, who was not available at that time. Furthermore, the management failed to show any law/order to justify that its action in filling the vacancy of Schedule Tribe category by Schedule Caste fitter was justified. In absence of rules/orders, the action of the management was clearly unlawful and arbitrary. The

workman was senior most and qualified to be considered. There existed a clear vacancy in general category. A Schedule Tribe skilled fitter was not available on 1-8-1998. There was no justification to keep the vacancy in abeyance in face of legitimate claim of the workman.

10. The management submitted that it was the sole judge to assess functional requirements and could redesignate fitters from one trade to another as per requirements. The contention does not need discussion as even on assumption of this position there was one available vacancy in general category which was filled by a Schedule Tribe category, months later against the rules. However, this authority must be scrutinised in rational and legal manner, not to cause prejudice to anyone. It is not permissible for the management to redesignate some fitters from one trade to other, only to deny promotional avenues to legitimate claimant and further to enhance reduced strength as per convenience. In the present case, no evidence has been given to show that reduction in strength was justified and not arbitrary.

11. Thus, the workman was entitled to promotion in H.S.-II against the vacancy in general category w.e.f. 1-8-1998. There is no denial that the workman was fully qualified. The management did not consider to fill up this vacancy wrongly on the plea of reserving the same for Schedule Tribe category, which was not permissible in Law.

12. As discussed above, the workman Jeet Singh is entitled to be treated promoted in H.S.-II since 1-8-98. It is said that he has already been promoted in the year 2000. In this situation, his promotion should be treated pre dated as above, entitling him to all service benefits.

13. Award accordingly.

ACKNOWLEDGE

31-1-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 2 फरवरी, 2001

का. आ. 400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एंड जयपुर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-2001 को प्राप्त हुआ था।

[सं. एल-12012/3/96-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2001

SO 400—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on 2-2-2001.

[No. L-12012/3/96-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. B-58/98

Reference No. L-12012/3/96/IR(B)

Dated : 31-12-97

The Zonal Secretary,
Akhil Bhartiya State Bank of
Bikaner & Jaipur Karamchhari Sanghathan,
Pali, Marwad-302001 ... Applicant

V/s

The Managing Director,
State Bank of Bikaner & Jaipur
Head Office, Jaipur-302001 ... Non-Applicant

ATTENDENCE :

For the applicant : None

For the non-applicant : Shri Sanjeev Mathur

Date of Award : 17-11-2000

AWARD

The Central Government has referred the following industrial dispute under clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947) for adjudication.

"Whether the action of the Managing Director, SBBJ Head Office, Jaipur in not granting special leave and other privilege to the members of Akhil Bhartiya State Bank of Bikaner and Jaipur Karamchhari Sangh for attending conciliation proceeding/Industrial Tribunal at par with recognised trade union is legal and justified? If not what relief the concerned union are entitled to?"

The statement of claim was filed by Shri Lalit Sharma, President of the Akhil Bhartiya S.B.B.J. Karamchhari Sangh (hereinafter referred as the Sangh). It was stated that the Sangh is a registered organisation of the employees which is affiliated to Bhartiya Mazdoor Sangh and NOBW and represents majority of the employees in the establishment of S.B.B.J. (hereinafter referred as the Bank) and he is authorised to file the claim on their behalf. It was stated that the Sangh has raised disputes

relating to the employees of the Bank which are pending before the Settlement Officers, Labour Courts and Industrial Tribunals. In these cases authorised Officers of the Sangh are representing the cases of the employees. For the above purpose the officers of the Sangh have to take leave of their own with the result that they cannot avail leave for their own personal cause and they are deprived of availing leave encashment facility. On the contrary the Bank is providing special casual leave and other amenities like travelling allowance to the members of the Union recognised by it for attending the meetings organised by the management of the Bank. Thus the Bank is discriminating in between the members of the recognised Union and the Sangh. It was further stated that the non applicant avoids in relieving and granting leave to the authorised representatives of the Sangh for participating in the conciliation proceedings and for attending the cases pending before the Industrial Tribunal with intend to prevent them for pursuing the cause of their members and in order to weaken the Sangh which is unfair and unwarranted. It was prayed that the above practice of discriminating be declared unfair labour practice and the non applicant be directed to grant leave and other amenities to the members of the Sangh at par with the members of the recognised union.

In reply to the claim it was stated that Sh. Lalit Sharma has no right to file the claim and to raise the dispute. It was further stated that the dispute referred does not fall within the definition of "Industrial Dispute" under the Act 1947. It was further stated that Managing Director is not a separate entity and the Bank has its legal entity under Section 4 of State Bank of India (Subsidiary Bank) Act 1959 (hereinafter referred as the Act, 1959) and the claim may be filed against the Bank and not against the officer of the Bank. It was further stated that the Bank alone is not in a position to take decision about the matters referred for adjudication and the Bhartiya Bank Sangh takes decision for the facilities to be provided in the nationalised bank which are applicable to all the Banks. The bi-partite settlement is applicable to all the Bank employees and special leave is permissible only as per para 13.39 of the bi-partite settlement. As per the Bi-partite settlement special leave facility and other amenities are not permissible to the officers of the Sangh for attending Labour Court and Tribunal. In the case of workman of Indian Bank v/s India Bank reported in 1994 II LLJ 497 and in the case of All India Blue Star Employees Federation v/s Management of the Blue Star Ltd. reported in 1996 I CLR 673 office bearers of recognised unions cannot claim immunity from the Banks work to indulge in trade union activities. It was denied that any discrimination is being made in granting amenities to the members of the recognised Union, and officers of the Sangh

for attending the conciliation proceedings and the proceedings in the Labour Courts and Tribunals.

The rejoinder to the reply was filed by the Sangh reiterating the allegations made in the claim. It was further stated that officials and representatives of the recognised Union are invited by the non-applicant by letters/telegrams for solving the problems of the members of the recognised union and the officers and representatives of the union are not required to take leave for the same and they are paid T.A. also for the above purpose for which there is no provision in the bi-partite settlement.

On the basis of pleadings of the parties the following points of dispute were framed :—

विवाद बिन्दु :—

1. आया श्री ललित शर्मा को स्टेट बैंक ऑफ इंडिया प्रस्तुत करने का अधिकार नहीं है ।
2. आया प्रबन्ध निदेशक, स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर का पृथक से कोई कानूनी अस्तित्व नहीं है ।
3. आया अखिल भारतीय स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर कर्मचारी संघ के सदस्य विशेष अवकाश एवं अन्य परिलाभ सुविधा मांगता प्राप्त ट्रेड यूनियन के सदस्य के अनुरूप समझौता बातों हेतु उपस्थित होने एवं औद्योगिक अधिकरण के समक्ष उपस्थित होने हेतु प्राप्त करने के अधिकारी हैं ।
4. अखिल भारतीय स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर कर्मचारी संघ के सदस्य किस सहायता के प्राप्त करने के अधिकारी हैं ?

On behalf of the Sangh the affidavit of Sh. Lalit Sharma was filed. The representative of the Bank was given opportunity to cross-examine him on his affidavit. On behalf of the non-applicant affidavit of Shri Satish Kumar Ajmera, Deputy Manager of the Bank was filed. The representative of the Sangh was given opportunity to cross examine him on his affidavit. Besides certain documents were also filed on behalf of the parties.

Heard arguments of the learned representative of the Bank. The points are decided as follows :—

Point No. 1 :—Point No. 1 is not pressed by the learned representative of the Bank.

Point No. 2 :—There is no dispute that the Bank has its separate entity but there is no denial that the non-applicant is not the employer and being the employer the claim is maintainable against him.

Point No. 3 :—It has been admitted by Shri Lalit Sharma on behalf of the Sangh that it is correct that as per para 13.39 of the bi-partite settlement officers who attend conciliation proceedings

and who attend proceeding before Industrial Tribunal are not granted special leave. It has also been admitted by him that there is no provision vide which facility of special leave granted to the officials for attending conciliation proceedings and proceedings before Industrial Tribunal. It has also been admitted by him that officials of recognised Union are not granted special leave for attending conciliation proceedings and for attending proceedings for the Tribunals. However, he has stated that the above officials are treated on duty and are granted TA/DA. He has admitted that in the affidavit such averment has not been made. He has also stated that he has also been treated on duty. In case as per his admission he has been treated on duty then how the Sangh may feel discriminated? He has further stated that it is not within his knowledge that any official of the recognised union has been treated on duty for attending the Tribunal. Thus as per the statement of Shri Lalit Sharma it does not remain disputed that no special leave has been granted to the officials of recognised union for attending conciliation proceedings and attending proceedings at Tribunals. Although it has been stated by him that for attending conciliation proceeding and proceedings before Tribunals the officer of recognised union are treated on duty and are granted TA/DA but no example has been given by him as to who was treated by the Bank on duty and was granted TA/DA. On the other hand Shri Satish Kumar Ajmera Deputy Manager of the Bank has stated that no official of the union whether recognised or unrecognised is treated on duty for attending proceedings before conciliation officer and proceedings before the Tribunals. It has also been stated by him that no special leave or any other privilege is admissible to any official of the union as per the circular of the Bhartiya Bank Sangh. Nothing has come out in cross examination so as to discredit his statement. It is therefore, not proved that members of the recognised union are being granted special leave and other privilege for attending conciliation proceedings and the proceedings before the Industrial Tribunal. The question, therefore, for granting above facility to the members of the Sangh for the above purpose does not arise.

Point No. 4 :—The members of the Sangh are not entitled for any relief on the basis of decision on point No. 3.

The copies of the award may be sent to the Central Government under Section 17(1) of the Industrial Disputes Act, 1947 for publication.

Sd/- (illegible)
Presiding Officer

नई दिल्ली, 2 फरवरी, 2001

का. आ. 401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध निवृत्तों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था।

[तं. एल-12012/31/97-आई धार (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2001

S.O. 401.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Kanpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 01-02-2001.

[No. L-12012/31/97-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING OFFICER;
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT SARVODAYA NAGAR
KANPUR

Industrial Dispute No. 201/97

In the matter of dispute between

Sri Bindra Prasad S/o Ram Nath
Village Kisni Ka Purwa, Post Said Khanpur
Khudesar District Sultanpur.

AND

The General Manager
State Bank of India
Local Head Office
Hazratganj Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12012/31/97-IR(B-I) dated 18-9-97 has referred the following dispute for adjudication to this Tribunal—

“WHETHER THE ACTION OF THE MANAGEMENT OF STATE BANK OF INDIA IN TERMINATING THE SERVICES OF SHRI BINDRA PRASAD, TEMPORARY MESSENGER AT THEIR SULTANPUR BRANCH W.E.F. 1-4-80 IS JUSTIFIED? IF NOT, WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

2. The workman Bindra Prasad in his statement of claim stated that he was employed by the State Bank of India, Sultanpur Branch as a temporary messenger on 31-10-79 and thus he comes within the definition of workman as defined under section 2(s) of the Act. He was paid Rs. 460.60 paise per month as salary. His services were abruptly terminated on 1-4-80 by the bank without giving any notice or notice pay as provided under para 522(4) of the Shastri Award, hence termination of his service is illegal. It has also been alleged that Bhaiya Ram who was junior to him has been retained in service; hence his termination is in breach of section 25G of the I.D. Act and is, therefore, illegal and he is entitled to be reinstated in service with back wages.

3. It has been further alleged that on the reference made by the Government of India in I.D. No. 223/85 Bindra Prasad versus State Bank of India proceedings were started in which termination of his services dated 4-6-83 was in question. That award was passed in favour of the workman by this tribunal on 11-3-86. The management filed writ petition no. 14865 of 86 against that award which was ultimately allowed on 9-11-95 and the award passed by this tribunal was set aside on the ground that this tribunal passed award beyond the scope of reference. However, Hon'ble High Court observed that none can prevent the workman in taking such steps which may be available to him under the law. Thereafter, the workman has raised the industrial dispute regarding termination of his services w.e.f. 1-4-80 and the matter has been referred to this tribunal by the Government of India in terms of the reference order as mentioned above.

4. The management has filed written statement with the contentions that once the dispute was finally decided between the parties by the Hon'ble High Court and the award passed by this tribunal was quashed, the present claim petition filed by the concerned workman in pursuance of reference is barred by the principles of 'RES JUDICATA'. It has also been alleged that the termination took place in the year 1980, whereas the dispute has been raised in the year 1997 i.e. after 17 years from the date of termination, hence it is highly belated and is liable to be rejected on this ground. It has also been alleged that Bindra Prasad was never employed as an employee of the bank by the competent authority and did not come within the definition of workman as defined under Section 2(s) of the Act, and was not entitled to get protection of Shastri Award or the provisions of the Industrial Disputes Act, 1947. It has been alleged that the workman was engaged as temporary messenger during the leave vacancies for limited period and as soon as the period of his engagement expired his services automatically came to an end and there was no question of terminating his services by passing any order whatsoever. It has been alleged that neither he was appointed against any post of messenger nor his services were terminated by the competent authority by any written order. It has been alleged that Bhaiya Lal was employed as temporary messenger but later on he was selected for the post of messenger when regular selection was made according to the procedure prescribed for filling the post and was appointed against a permanent post, but Bindra Prasad did not avail that opportunity, hence he cannot claim seniority over Bhaiya Lal and his disengagement cannot be held to be illegal on this ground. It has been alleged that the claim filed by the concerned workman is highly belated and misconceived and the reference should be decided against the workman and in favour of the management.

5. The workman has filed rejoinder in which he has reiterated the facts alleged by him in the statement of claim.

6. The workman examined himself as w.w 1 and filed five documents ext. W.1 to W.5 in support of his case. The management examined Sri Prakash Bhatnagar M.W. 1 in support of its case.

7. I have heard the authorised representatives for both the parties and have gone through the record of the case. There is no dispute about the fact that State Bank of India is an undertaking of the Government of India and comes within the definition of 'STATE' as given under Article 12 of the Constitution of India. The appointments against any vacant post under the State Bank of India could be made according to the rules after making selection from amongst of eligible candidates as required under Article 16 of the Constitution of India, because the employment in this bank is a Public Employment. There is nothing on record to show that Bindra Prasad, was never selected according to the Rules for a post of messenger and was appointed by Competent Authority. From the evidence of Sri Prakash Bhatnagar M.W. 1, who was the Branch Manager of the bank during the relevant period, stated on oath that the concerned workman was engaged in the leave vacancies for a limited period. He stated that no post of temporary messenger was lying vacant in the Branch of State Bank of India at Sultanpur, and the posts

in the said Branch were filled up according to the selection made by the Regional Manager's Office and not by any other officer of the branch of the bank. He stated that when ever there was temporary need some labourers were temporarily engaged by him to discharge the temporary work and the concerned workman was also engaged in the same manner. The concerned workman has not produced any document to show that he was appointed against any post of temporary messenger. The certificate dated 20-11-80, Ext. W.1 filed by the workman only shows that he worked as temporary messenger from 30-10-79 to 31-10-80. This lends support to the case of the management that the workman was engaged temporarily for a limited period and when work was over he was disengaged from service. When the branch manager was not competent to make appointment against any post of messenger, the engagement on temporarily basis by the branch manager could not give status of an employee of the bank to Bindra Prasad who was engaged in the leave vacancy. I, therefore, hold that the provisions of the Industrial Disputes Act or even the provisions of paragraph 522(4) of the Shastri Award cannot be made applicable to the concerned workman who could not get the status of an employee of the Bank. In a similar case of State Bank of Indore versus Presiding Officer Central Government Industrial Tribunal Kanpur and others 1990 (60) FLR 672 Hon'ble High Court of Allahabad has held as under :-

'In the absence of any appointment order there cannot be any termination, nor it can be alleged that termination is bad. Para 495 of the Shastri Award clearly indicates the terms in which the appointment is to be made that is by a written order and when appointment has not been made according to law a right cannot be claimed. Where a person has no right to a post or to a particular status but if the authority acts beyond its competence gives that person a status which it was not entitled to give he will not in law be deemed to have been validly appointed on the post or given the particular status'.

8. In a similar case of Himanshu Kumar Vidyaarthi versus State of Bihar and others 1997 (76) FLR 237, the Hon'ble Supreme Court has held as under—

'Admittedly they were not appointed to the posts in accordance with the rules but were engaged on the basis of need of the work. They are temporary employees working on daily wages. Under these circumstances their disengagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. The concept of retrenchment, therefore, cannot be stretched to such an extent as to cover these employees. Since they are only daily wage employees and have no right to the posts their disengagement is not arbitrary.'

The law laid down in the cases cited above fully applies to the facts of the present case also. The concerned workman who could not get status of an employee of the bank was not entitled to get protection of para 522(4) of Shastri Award and of the provisions of Industrial Disputes Act, 1947. It has been pleaded by the management in para 7 of their written statement that Bindra Prasad was appointed as temporary messenger for a fixed period and his services stood terminated on 31-3-80 as he was no longer required for the said service. Management witness clearly stated that Bindra Prasad was engaged for a limited period and was informed about the period of his employment. When he was engaged, he very well knew that his term of engagement will come to an end after expiry of the period of engagement. Bindra Prasad admitted in his cross examination that he was engaged for a fixed period w.e.f. 31-10-79 to 31-3-80. Thus his engagement automatically came to an end after 31-3-80 i.e. w.e.f. 1-4-80 as such disengagement of the concerned workman cannot be held to be illegal on any ground whatsoever specially when there was no need of his service in the bank as he was engaged only to meet the temporary need in the leave vacancies of the peons. In these circumstances there was no question of giving any notice to him either under section 25F of the Act or under paragraph 522(4) of Shastri Award.

Bindra Prasad stated on oath that Bhailya Ram was junior to him and he was continuing in service even after termination of his services. It has been clearly pleaded by the management that Bhailya Lal was also temporarily engaged as messenger in the leave vacancies but later on he was selected for the post of peon in the regular selection made for such vacancy and has been appointed regularly against a post of peon, hence the concerned workman could not get any benefit of the continuance of Bhailya Lal in the service of the Bank. The workman has said nothing about it in his rejoinder. Thus the contention of the management on this point almost goes un rebutted. In these circumstances the non engagement of the concerned workman w.e.f. 1-4-80 cannot be held to be illegal merely because Bhailya Lal is continuing in the services of the bank after being selected according to the rules. The contention of the workman that his termination of service is in contravention of section 25G of the Act is, therefore, rejected.

9. In view of findings recorded above, I do not find any illegality in the action taken by the management in disengaging Binda Prasad w.e.f. 1-4-80. Consequently, he is not entitled to get any relief in pursuance to the reference made to this tribunal.

10. The reference is answered accordingly.

Dated 24th January, 2001.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 2 फरवरी, 2001

का. प्र. 402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लिमिटेड के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-2001 को प्राप्त हुआ था।

[स. एल-12012/49/97-आई प्रार (बी-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2001

S.O. 402.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workman, which was received by the Central Government on 2-2-2001.

[No. L-12012/49/97-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JAIPUR

Case No. B-51/98

Reference No. L-12012/49/97/IR(B) Dated : 12-12-97

Shri Gopal Singh Rajpoot
S/o Shri Sujan Singh Rajpoot
Brij Ki Guhar
Vill : Wadianada, P.O. : Tadgarh
Via Byaber
Dist : Ajmer

APPLICANT

V/S

The Assistant General Manager
The Bank of Rajasthan Ltd.
D-22
Moti Durgri Road
Jaipur

NON-APPLICANT

ATTENDANCE :

For the applicant :
For the non-applicant :
Date of Award :

Shri B. M. Bagra
Shri R. C. Papriwal
26-12-2000

AWARD

The Central Government has referred the following industrial dispute under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947) for adjudication.

"Whether the action of the management of the Bank of Rajasthan Ltd., Jaipur is justified in terminating the services of workman Shri Gopal Singh Rajput, Driver w.e.f. 7-6-95 treating him to have left the service of his own? If not, to what relief the workman is entitled?"

The applicant filed the statement of claim stating that he was appointed in the Bank of Rajasthan (hereinafter referred as the Bank) on the post of driver and he was permanent employee of the Bank. He was on medical leave from 15-3-94 to 13-6-95 after giving information about the same. After having obtaining fitness certificate he went to join his duty in the Bank on 14-6-95 alongwith an application with medical certificate. He was not taken on duty in the Bank and his services were terminated w.e.f. 7-6-95. It was stated that no departmental enquiry was conducted against him and, therefore, termination of his service is illegal and against the principles of natural justice. He had worked for more than 240 days in each calendar year and his services were terminated without compliance of provisions of section 25-F of the Act, 1947. It was further stated that he did not abandon service at his own. It was prayed that he may be reinstated in service alongwith back wages with continuity in service.

The non-applicant in reply admitted that the applicant was appointed on the post of driver. It was stated that on 12-3-94 the applicant was present on his duty and on that day he went on duty after taking motor-cycle of the Bank, 13-3-94 and 14-3-94 were holidays in the Bank. The applicant remained absent from 15-3-94 and he did not deposit even the motor-cycle of the Bank. Vide registered letter dt. 21-3-94 Ex. M-1 he was asked to report alongwith the motorcycle but the applicant neither replied to the letter nor reported. Thereafter he was issued show cause notice dated 18-4-94 Ex. M-2, the reply to which was also not given nor the applicant presented himself. At this registered letter Ex-M-3 was again sent at the available address of the applicant on 21-6-94. The letter was returned with the remarks of post man

"बार बार जाने से नही मिलता, लेने से छिपता, वापस।

Again notice was sent to the applicant to report for duty upto 22nd July, 1994. Having sympathetic attitude towards the applicant and for giving sufficient opportunity to him notice Ex. M-6 was published in Rajasthan Patrika dated 7-5-95. The applicant was informed vide above notice to report for duty within 30 days from the date of publication of notice alongwith motorcycle and to show cause about his absence. The applicant did not report for duty within 30 days of the notice and therefore the applicant was treated as having voluntary retired from Bank's service. The applicant was also informed about the said notice vide letter dt. 15-5-95 Ex. M-8 alongwith the copy of the notice published in the Rajasthan Patrika. It was further stated that the applicant never informed the Bank about going on leave or about his sickness. He did not submit any application for leave on ground of sickness. It was denied that the applicant was on medical leave from 15-3-94 to 13-6-95. In the alternative, it was stated that even if it is assumed that the applicant came to join his

duty on 14-6-95 there was no justification for the same as the applicant's service stood terminated w.e.f. 7-6-95 for having abandoned the service as per clause 17(A) of the Bi-partite settlement. It was stated that there was no necessity for conducting departmental enquiry against the applicant, yet the non-applicant is ready to prove the absence of the applicant in the Tribunal. It was further stated that the applicant had been careless in the past also. He had been habitual for remaining absent without permission for which show cause notices were issued to him for which no satisfactory reply was given. The applicant remained absent from 10-8-87 to 12-11-87, 12-3-90 to 25-6-90, 9-10-91 to 21-1-92, 2-5-92 to 27-8-92 and 18-2-93 to 16-6-93 without prior permission. The applicant also requested for excuse with an assurance not to remain absent in future vide letter dated 13-4-92.

On the request of the applicant opportunity was given to prove the allegations against the applicant.

The non-applicant examined Hardayal Gupta, V. S. Kayathwal, Sugan Lal Singhal and Bhagechand Jain. In the form of documentary evidence copies of document marked Ex. M-1 to Exs. M-4, M-6, M-8, M-9 to M-22, M-22A, M-23 to M-33 were produced. On behalf of the non-applicant copy of the application marked Ex. W-1 and copies of medical certificate marked W-2, W-3 and W-4 were produced.

Heard arguments of the learned representative of the applicant and learned counsel for the non-applicant and perused the record.

It may be appropriate to refer the relevant para of clause 17(A) of the Bipartite settlement under which the applicant was treated to have voluntarily retired Bank's service which is as follows:—

"When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice stating, inter alia, the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

It is not disputed that the applicant remained absent from 15-3-94 to 7-6-95 and did not report for duty till 7-6-95. Shri B. S. Kayathwal who was working as Assistant General Manager during the period from 1994 to 1997 has stated that the applicant was absent from 15-3-94 without any information and permission alongwith the motor cycle of the Bank. The applicant has admitted that he did not submit any application on ground of illness. He has also admitted that he did not submit any medical certificate during the above period. He has stated that he had sent telegram about his illness. He has not submitted any receipt for sending the telegram. His statement therefore that he sent the telegram was absent from his duties w.e.f. 15-3-94 to 7-6-95 without any application for leave and without permission.

Shri Bheem Chand Jain, Deputy Senior Manager of the Bank has stated that phonogram was sent to the applicant

on 21-3-94 and 7-4-94 in respect of his absence and entries regarding the same were made in the register marked M-32 and M-33. He has further stated that registered letter marked Ex. M-1 was also sent to the applicant in respect of his absence from duties. The applicant has stated that he does not remember as to whether he received the letter marked M-1. He has also not denied the receipt of the phonograms. It can, therefore, be believed that letter M-1 and phonograms were received by the applicant in respect of his absence. Shri B. S. Kayathwal, has stated that notice Ex. M-2 was sent to the applicant in respect of his absence from duty and not returning the motorcycle to the Bank. He was also asked to give written explanation within 7 days. Similar notice Ex. M-3 was also sent to the applicant on 21-6-94. He has further stated that letter dated 21-6-94 Ex. M-3 was returned by the post office with remark.

"बार-बार जाने पर नहीं मिलता, लेने से छिपता, वापस।"

His statement finds corroboration from endorsement on copy of AD. The applicant has denied receipt of the notices Ex. M-2 and Ex. M-3. He has admitted that the address on AD is correct. As per the remarks of the post office the applicant avoided receiving the notice marked M-3 and, therefore, it will be presumed that service of notice was affected upon him. Vide notice Ex. M-3 the applicant was informed that he was absent from his duties with effect from 15-3-94 continuously for 100 days. Prior to that also he had remained absent continuously without authorisation for 90 days. He was asked to report for duty upto 22nd July, 1994 and to show cause for his absence failing which he shall be treated as having abandoned service. B. S. Kayathwal has stated that in addition to the above notice, another similar notice was published in Rajasthan Patrika dated 7-5-95. The applicant has stated that Rajasthan Patrika was not available in his village and, therefore, the said notice did not come to his knowledge. The Bank could have sent the notice at the known address of the applicant, which was sent to him. On return of the same by the post office that the applicant hides himself from taking delivery of the letter, the same was published in the News Paper. In these circumstances notice of publication will be treated as sufficient service of the notice and the applicant's defence that the paper in which the notice published was not available in the village cannot be accepted. Apart from it although the applicant has falsely stated on oath that letter Ex. M-8 dated 15-5-95 which was sent to him by registered post alongwith the copy of notice published in the Rajasthan Patrika was not received by him, in the application submitted by him on 14-6-95 for taking him on duty it has been admitted that the same was received. He had, therefore, full information about the publication of the notice in Rajasthan Patrika vide which he was asked to report for duty within 30 days of the publication of the notice.

It is not disputed that the applicant did not report for duty within 30 days of the publication of the notice i.e. 7-5-95 in Rajasthan Patrika nor submitted any explanation for his absence from duty. The question, therefore, arises as to whether the Bank in the circumstances was justified in treating the applicant to have abandoned the service as per para 17(A) of the Bi-partite settlement referred above?

The learned counsel for the applicant has contended that the applicant was the permanent employee of the Bank and, therefore, his services could not be terminated without conducting departmental enquiry against him for his absence. He has also contended that termination of the service of the applicant is in violation of Section 25-F of the Act, 1947 and against the principles of natural justice. He has also contended that even supposing the charge for absence from duties is proved against the applicant the punishment for removal of his service is harsh. He has also contended that if the provisions of Bi-partite Settlement were to be applied there was no necessity for proving the allegations of absence from duty of the applicant. In support of his argument the learned Counsel for the applicant has cited 1993(4) S.R. 125 D. K. Yadav V/s. JMA Industries Ltd., AIR 1994 SC 215 Union of India V/s. Giriraj Sharma. He has also cited judgement dated 24-6-98 passed in S. B. Civil Petition No. 349/98 by the Rajasthan High Court. On the other hand the learned counsel for the non-applicant has contended that no enquiry was required against the applicant for invoking the provisions of para 17(A) of the Bi-partite Settlement and even if required the Bank has furnished sufficient proof that the applicant has abandoned the service himself. He has also contended that

the conduct of the applicant has been such that he does not deserve any sympathy. If a workman remains absent for more than a year with the vehicle of the Bank, the work of the Bank is likely to be paralysed. He has also contended that in case of abandonment of service provisions of Section 25-F of the Act are not applicable. In support of his contention he has cited 2000(85) FLR 87 Syndicate Bank V/s. General Secretary, Syndicate Bank Staff Association and others, 1997 LLJ 1007 B.V. Ramnarayan V/s. SBI, Hyderabad and others, RLW 1999(1) 314 Vijay Singh Charan V/s. Management Shri Shwetamber Nakodia Parshwanath Tirth-Mewannagar, 2000 Lab. IC 2005 Mansoori Brothers V/s. Chotukhan and others and RLR 1990 (1) 611 DCM Ltd. and another V/s. Labour Court, Kota.

In D. K. Yadav's case the services of petitioner were terminated under clause 13(2)(iv) of the Standing Order. It was held by the Apex Court that the fair play required that the reasonable opportunity should be given to employee to put forth his case and proper enquiry should be held before terminating his services. In case Union of India V/s. Giriraj Sharma, the petitioner was dismissed from service on the ground of overstaying leave period by 12 days, subsequent to the order of rejection of application for extension of leave. The punishment was found to be harsh and inappropriate. The petition was granted relief of reinstatement with all monetary and service benefits with liberally to visit minor punishment. In the case S. B. Civil Writ Petition No. 349/98 the petitioner was charged for his absence from service for the period from October 1991 to December 1991 in the year 1991, for the period of 155 days during the year 1992 and for being absent from 19-12-92. The enquiry was held ex-parte. In the order of removal the absence of the petitioner during the years 1993, 1994, 1995 and 1996 was also considered in respect of which there was no charge. In these circumstances removal was substituted by penalty of 6 grade increments without back wages and with the direction that intervening period will not be counted for any purpose.

In the case reported in 2000(85) FLR 807 the Bank invoked clause 16 of the 4th Bipartite Settlement which is reproduced below :

"Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the Bank's right to take any action under the law or rules of service."

In the above case also no enquiry was held against the workman. The case of D. K. Yadav cited above was also considered by the Supreme Court. It was held that Bank rightly invoked the provisions of Bipartite Settlement and enquiry before the order was not required. It was held that principle of natural justice was inbuilt in clause-16 of the Settlement. In case reported in 1997 LLJ 1007 it was held that in order to constitute abandonment there must be total giving up of duties so as to indicate an intention not

to resume the same. In the above case from the conduct of the petitioner the Bank was held justified in declaring that the petitioner has voluntarily abandoned the job. In case reported in RLW 1999(1) Raj. 314 the petitioner remained absent for 75 days without leave or excuse. He was served notice but he did not care to reply. It was held that he voluntarily abandoned the service. In case reported in 2000 Lab IC. 2005 workman remained absent from duty for long period voluntarily. It was held that the workman has voluntarily abandoned the job and the case cannot be brought within ambit of retrenchment. In RLR 1990(1) 611, workman was absent for long duration of without leave or sanction. Penalty of removal of service was imposed. The Labour Court substituted the above penalty with stoppage of two annual increments. It was held that Labour Court should not have interfered with the punishment.

It is well settled that in case of abandonment the provisions of section 25-F are not applicable. Simply because the non-applicant has requested for enquiry in the Tribunal and has produced evidence in respect of the absence of the applicant, the non-applicant is not precluded from supporting the case of abandonment of service on the part of the applicant in pursuance to para 17 of the Bipartite Settlement. The Supreme Court after considering D. K. Yadav's case reported in 2000(85) FLR 80 held that the principles of natural justice are inbuilt in clause-16 of the settlement referred above. Para 17 of the Bipartite Settlement invoked in the present case is similar to clause 16 of the Settlement referred in the above case. In view of the above authority no departmental enquiry was required to be made against the applicant. The applicant remained absent from 15-3-94 to 7-6-95 for more than a year without informing the Bank and without any application for leave. Notices were sent to him but he did not care to reply. In spite of service of notice M-8 dated 15-5-95 alongwith copy of notice in Rajasthan Patrika he did not report for duty within 30 days of the publication of notice nor he gave any explanation for his absence. In these circumstances the Bank was perfectly justified in invoking para 17 of the Bipartite Settlement for treating the applicant to have abandoned the service.

It has been admitted by Shri Sohan Lal Singhal that the application marked Ex-W-1 was presented by the applicant before him on 14-6-95 on which it was mentioned by him that he has already been informed that he has voluntarily abandoned service w.e.f. 7-6-95. The applicant has stated that he submitted the application alongwith the medical certificate marked Ex. W-2, 3 & 4. In the application it has been stated that he was ill w.e.f. 15-3-94 and on being fit he is reporting for duty. The application was not submitted by the applicant within 30 days of the publication of the notice and, therefore, the Bank was not under an obligation to consider the same. Apart from it, it is for the applicant to prove that he was actually ill. Although in the claim petition the applicant has stated that after giving the information he was on medical leave. No proof has been given that he submitted any application for leave. If he was actually ill he could have got treatment at Jaipur where he was posted. Instead of getting treatment at Jaipur he has stated that he got treatment at Palanpur in Gujarat. He

has produced certificate Ex-W-3 dt. 13-3-95 in which the applicant was advised to take rest and treatment from 15-3-94 to 31-3-95 for colitis and was referred to local physician. No certificate has been produced of the local physician or any other physician for getting the treatment. He has also produced medical certificate marked Ex-W-2 dt. 6-6-95 in which it has been stated that the applicant is suffering from hepatitis and he was recommended for 16 days period for recovery to health. It has been stated that he was fit to resume duty from 7-6-95. The applicant has filed another certificate marked Ex. W-4 dt. 13-6-95 in which it has been stated that the applicant was suffering from pyrexia, diarrhoea, and a period of 7 days w.e.f. 7-6-95 to 13-6-95 was necessary for restoration of his health. It has been stated that he is fit to resume his duty from 14-6-95. The applicant has not examined the doctors who have issued the medical certificates. The certificates have been given on the dates prior to a day before the date of fitness. Whether a person is actually ill or not during a particular period can be easily tested during the period of his illness. The certificates on being found suspicious, the person submitting the medical certificate may be referred to another doctor for examination but after fitness it becomes difficult to test the veracity of the medical certificates. The applicant has not furnished the medical certificates during the period of his absence for more than a period of one year. The doctor from whom he got treatment during the period from 15-3-94 to 31-3-95 having not been named nor examined and the doctors who have issued medical certificates having not been examined, the possibility that the applicant might have obtained the medical certificates by manipulation cannot be ruled out. It was for the applicant to prove that he was actually ill but he has failed to prove the genuineness of the medical certificates. The applicant has failed to prove that he was actually ill during the period of his absence.

On behalf of the non-applicant evidence has been led that the applicant was habitual in remaining absent from duties. Herdayal Gupta has stated that the applicant remained absent from 12-3-90 to 15-6-90, 9-10-91 to 21-1-92, 2-5-92 to 27-8-92 and 18-2-93 to 16-6-93 without permission. He has admitted that during the above period on production of the medical certificate the application was granted leave. The applicant has admitted in the application Ex-M-27 in reply to the notice Ex. M-30 dt. 13-1-92 in which he has stated that he is absent w.e.f. 9-12-91 without information. He has admitted that he may be excused and in future this conduct will not be repeated. It is thus evident that the applicant was habitual in remaining absent from duties without prior permission.

Looking to the conduct of the applicant the Bank was perfectly justified in terminating his services treating him to left the service on his own. The cases reported in AIR 94 SC 215 and in the case S.B. Civil Writ Petition No. 349/98 are distinguishable on facts. The applicant's case is neither of overstaying of leave nor removal from service but is the case of abandonment of service. The applicant, therefore, is not entitled to any relief.

The copies of the award may be sent to the Central Government under section 17(1) of the Act, 1947 for publication.

Sd/-
Presiding Officer

नई दिल्ली, 2 फरवरी, 2001

का. आ. 403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एंड जयपुर के प्रबन्धन के संबंध निजोंकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-2001 को प्राप्त हुआ था।

[सं. एल-12012/227/96-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2001

S.O. 403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 2-2-2001.

[No. L-12012/227/96-IR.(B-I)]

AJAY KUMAR, Desk Officer
अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर
प्रकरण संख्या जे-38/99

आदेश संख्या एल-12012/227/96-आई.आर. (बी-1)
(16-6-99 गोविन्द नारायण सैनी पुत्र श्री मोहन लाल सैनी,
ई-257, रामनगर विस्तार, कटारिया कालोनी, सूर्य मार्ग,
सोडाला, जयपुर)

—प्रार्थी

बनाम

महाप्रबन्धक (कार्मिक एवं प्रशासनिक) स्टेट बैंक ऑफ बिकानेर
एंड जयपुर, प्रधान कार्यालय, तिलक मार्ग, सी-स्कीम जयपुर

—अप्रार्थीगण

उपस्थित :—

प्रार्थी की ओर से... श्री सी.एन. सैनी
अप्रार्थी की ओर से... श्री एन.सी. गोयल
पंचाट दिनांक 26/12/2000

पंचाट

केन्द्रीय सरकार के द्वारा निम्न औद्योगिक विवाद, औद्योगिक विवाद अधिनियम 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है।) की धारा 10 की उपधारा (1) के खंड-घ के प्रावधानों के अन्तर्गत न्यायनिर्णय हेतु इस अधिकरण को निर्देशित किया गया :—

"Whether the action of the management of State Bank of Bikaner & Jaipur is justified in terminating the services of Shri Govind Narain S/o Shri Mohan Lal (Peon) w.e.f. 28-11-89 from branch collectorate of SBBJ, Jaipur? If not, to what relief the workman is entitled and from what date?"

प्राथी की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसकी नियुक्ति दिनांक 2/6/1980 को चतुर्थ श्रेणी कर्मचारी के पद पर अप्राथी के निमन्त्रण में संचालित स्टेट बैंक ऑफ द कानून एण्ड जयपुर (जिसे बाद में बैंक कहा गया है।) की शाखा एम.एम.एस. में की गई। नियुक्ति के पश्चात् प्राथी निरन्तर कार्य करता रहा। बाद में उसे बैंक की कनेक्टी शाखा में लगा दिया गया, जहाँ उसने निरन्तर कार्य किया। उसे दिनांक 28/11/89 को मौखिक आदेश के द्वारा कार्य पर लेने से इंकार कर सेवा से पृथक कर दिया गया। सेवा से पृथक करने से पूर्व ना तो एक माह का नोटिस दिया गया न नोटिस वेतन जब कि उसने सेवा समाप्ति से पूर्व के वर्ष में 240 दिन से अधिक कार्य किया। प्राथी की सेवा समाप्ति के समय प्राथी से कनिष्ठ श्रमिक बनवारी लाल शर्मा, बैंक की एम.एम.एस. शाखा व भूगमल किशनपोल शाखा में कार्यरत थे परन्तु अप्राथी ने जानबूझकर कनिष्ठ व्यक्तियों की सेवा में रखते हुये उसे सेवा से पृथक कर दिया। अप्राथी ने 80 दिन से अधिक कार्य करने वाले चतुर्थ श्रेणी कर्मचारियों को स्थाई नियुक्ति दे दी परन्तु प्राथी को स्थाई नियुक्ति नहीं दी गई जब कि वह स्थाई होने का अधिकारी था। सेवा समाप्ति के समय अप्राथी के द्वारा कोई वरिष्ठता सूची भी जारी नहीं की गई। इस प्रकार अप्राथी के द्वारा प्राथी की सेवा समाप्ति के पश्चात् भी विभिन्न शाखाओं में श्रमिक रखे गये परन्तु प्राथी को कोई अग्रसर नहीं दिया। इस प्रकार प्राथी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ, जी, एच व औद्योगिक विवाद (केन्द्रीय) नियम 1957 जिसे बाद में नियम, 1957 कहा गया है। के नियम 76, 77 का उल्लंघन कर की गई है। वह सेवा समाप्ति की तारीख से बेरोजगार है। प्राथीता की गई कि प्राथी की सेवा समाप्ति को निरस्त व शून्य घोषित करते हुए प्राथी को सम्पूर्ण सेवा लाभ अप्राथी में दिलाये जावे।

अप्राथी की ओर से स्टेटमेंट ऑफ क्लेम का जवाब प्रस्तुत किया गया जिसमें प्रारम्भिक आपत्तियों में विवाद देरी से उठाये जाने के कारण कालबाधित होने व प्राथी श्रमिक की परिभाषा में नहीं आने के बारे में एतराज किये गये। यह भी उल्लेख किया गया कि अगर प्राथी ने 445 दिन स्थाई रूप से कार्य किया होगा तो बैंक के परिणत संख्या क्रमिक 42/87 दिनांक 23/4/87 जपके अनुसार सभी भूतपूर्व अस्थाई कर्मचारियों को एक अवसर प्रस्तावित टैस्ट हेतु दिया गया था व जिसकी सूचना सभी महत्वपूर्ण हिन्दी एवं अंग्रेजी समाचार पत्रों में प्रकाशित की थी, उसने इस परीक्षा में भाग लिया होगा। इस परीक्षा का रिजल्ट भी काफी समय पूर्व प्रसारित हो गया था तथा उसमें चयनित व्यक्तियों को नियुक्तिया दे दी गई जिस कारण से भी प्राथी का क्लेम चलने योग्य नहीं है। प्राथी के द्वारा बैंक की एम.एम.एस. शाखा में लाल बेकसी के विरुद्ध निश्चित समय व संविदा के आधार पर कार्य किया गया था और संविदा के समाप्त होने पर सेवामुक्ति अधिनियम, 1947 की धारा 2 (ओओ) (बीवी) के प्रावधानों के अन्तर्गत छंटनी के अपवाद के तहत आती है। महाप्रबन्धक (कार्मिक एवं प्रशासन) पृथक कोई

कानूनी अस्तित्व नहीं रखता है बल्कि स्टेट बैंक ऑफ इण्डिया (सबसीडियरी बैंक) अधिनियम, 1959 (जिसे बाद में अधिनियम 1959 कहा गया है।) की धारा-4 के अनुसार बैंक अपना कानूनी अस्तित्व रखता है, जिसके अनुसार कोई भी विवाद बैंक के विरुद्ध प्रस्तुत किये जा सकते हैं, किसी अधिकारी के विरुद्ध नहीं। क्लेम में सभी आवश्यक पक्षकार शामिल नहीं किये गये हैं अतः इस आधार पर भी प्राथी का क्लेम खारिज किये जाने योग्य है। बैंक में अधीनस्थ स्टाफ की नियुक्ति हेतु एक निश्चित प्रक्रिया है, जिसकी पालना किये बिना किसी भी अधीनस्थ कर्मचारी की नियुक्ति नहीं की जा सकती। यह भी उल्लेख किया गया कि प्राथी के निवेदन पर विशिष्ट समय हेतु बैंक की एम.एम.एस. शाखा में अस्थाई रूप में लगाया गया था तथा अनुबन्धित पत्र में अंकित शरायतों को प्राथी ने स्वीकार किया था एवं प्राथी का समय दिनांक 21/8/80 को समाप्त हो गया। इस सेवा समाप्ति के बारे में प्राथी का संदर्भ नहीं है ना ही इस संदर्भ में प्राथी ने कभी कोई एतराज किया। प्राथी का यह कथन पूर्णतः गलत है कि प्राथी की नियुक्ति दिनांक 2/6/80 को चतुर्थ श्रेणी कर्मचारी के पद पर की गई थी व दिनांक 28/11/89 को मौखिक आदेश के द्वारा कार्य पर लेने से इंकार कर दिया। बनवारी व भूगमल का नियोजन प्रक्रिया के अनुसार हुआ था तथा वह क्रमशः साबाईमाधोपुर तथा चौमू शाखा से आये थे। अतः प्राथी का यह कथन गलत है कि उससे कनिष्ठ व्यक्तियों को सेवा में रखा गया। प्राथी बैंक के स्थाई अस्थायी नियोजन में नहीं था व इस कारण उसकी सेवा समाप्ति व वरिष्ठता सूची जारी करने का विन्दु स्वतः गलत हो जाता है। प्राथी का विवाद छंटनी की परिभाषा में नहीं आता व प्राथी के मामले में अधिनियम, 1947 की धारा 25-एफ. जी. एच के प्रावधान लागू नहीं होते।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद विन्दु बनाए गए :—

(1) आया प्राथी ने दिनांक 2-6-80 से लेकर दिनांक 27-11-89 तक विपक्षी संस्थान में लगातार कार्य किया है ?

(2) आया विपक्षी संस्थान के द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ, जी, एवं औद्योगिक विवाद (केन्द्रीय) नियम 1957 के नियम 76, 77 का उल्लंघन किया गया है ?

(3) आया प्राथी को विपक्षी संस्थान ने अनुबन्धित पत्र में उनकी शर्तों के अनुसार अस्थाई रूप से प्राथी को लगाया गया था एवं अनुबन्धित अवधि 21-8-80 को समाप्त हो गयी यदि हां तो इसका प्रभाव ?

(4) आया प्राथी को सेवामुक्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 2 (ओओ) (बीवी) के अन्तर्गत आती है, न कि छंटनी की परिभाषा में।

(5) आया प्राथी के द्वारा स्टेटमेंट ऑफ क्लेम में आवश्यक पक्षकार सम्मिलित नहीं किये गये हैं, यदि हां तो इसका प्रभाव ?

(6) आया स्टेटमेंट ऑफ ब्लेम देरी से प्रस्तुत किया गया है, यदि हाँ तो इसका प्रभाव ?

(7) आया प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

प्रार्थी की ओर से स्वयं का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रतिपरीक्षा करने का अवसर अप्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में अप्रार्थी के द्वारा समझौता अधिकारी के समक्ष प्रस्तुत किये गये पत्र की प्रतिलिपि प्रदर्श डब्ल्यू-1 व डब्ल्यू-2, प्रतिलिपि वेतन भुगतान रजिस्टर प्रदर्श डब्ल्यू-3 से 7, प्रतिलिपि बैंक प्रदर्श डब्ल्यू-8 से 10, प्रतिलिपि प्रार्थना पत्र व रसीद यू.पी.सी. प्रदर्श 11 व 12 प्रतिलिपि नोटिस प्रदर्श डब्ल्यू-13 व प्रतिलिपि प्राप्ति रसीद प्रदर्श डब्ल्यू-14, रजिस्ट्री रसीद प्रदर्श डब्ल्यू-15, प्रतिलिपि अमफन वार्ता प्रतिवेदन प्रदर्श डब्ल्यू-16 प्रस्तुत की। अप्रार्थी की ओर से भीमसेन तोमर, मैनेजर, औद्योगिक सम्बन्ध विभाग का शपथ-पत्र प्रस्तुत किया गया जिस पर प्रतिपरीक्षा करने का अवसर प्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में भुगतान वाउचर की प्रतिलिपि आर-1 से आर-29, प्रतिलिपि नोटिस आर-50 से आर-42, प्रतिलिपि परिपत्र आर-43 व प्रतिलिपि नोटिस आर-44 प्रस्तुत की।

बहस सुनी गई एवं पत्रावली का अवलोकन किया गया।

बनाए गए विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :—

बिन्दु संख्या :— 1,3,4 प्रार्थी का कथन है कि उसकी नियुक्ति दिनांक 2-6-80 को चतुर्थ श्रेणी कर्मचारी के पद पर अप्रार्थी के नियन्त्रण में बैंक की शाखा एस.एम.एस. में दैनिक वेतन के आधार पर की गई थी जहाँ उसने दिनांक 29-7-87 तक नियमित कार्य किया, तत्पश्चात् उसे बैंक की शाखा कलेक्ट्री में स्थानान्तरित कर दिया, जहाँ उसने सेवा पृथक की दिनांक 28-11-89 तक नियमित कार्य किया। उसने अपने कथन के समर्थन में वेतन भुगतान पुस्तिका की प्रतिलिपि प्रदर्श डब्ल्यू-3 से 7 व बैंक की प्रतिलिपि प्रदर्श डब्ल्यू 8,9,10 प्रस्तुत की। दूसरी ओर विपक्षी की ओर से भीमसेन तोमर का कथन है कि प्रार्थी एस.एम.एस. शाखा, जयपुर में निश्चित समय हेतु दिनांक 3-6-80 से कार्य पर लगाया गया था तथा अनुबन्ध पत्र में अंकित शर्तों को प्रार्थी ने स्वीकार किया था व दिनांक 21-8-80 को उसकी सेवा स्वतः समाप्त हो गई। उसने प्रार्थी के कथन को कि उसने दिनांक 20-6-80 से वर्ष 1989 तक निरन्तर कार्य किया, गलत बताया है। उसका आगे कथन है कि बैंक की कलेक्ट्री शाखा में प्रार्थी के प्रार्थना-पत्र पर उसे पानी भरने आदि के लिए सन् 1988-89 में जब-जब आवश्यकता हुई, अनुबन्ध के अनुसार उससे कार्य लिया जाकर उसका भुगतान किया गया। प्रार्थी ने दिनांक 30-7-87 के 28-11-89 तक उक्त शाखा में नियमित रूप से कार्य नहीं किया। प्रार्थी ने जब-जब अनुबन्ध पर कार्य किया

उसका भुगतान जरिए वाउचर दिया गया, जिसकी फोटो प्रति आर-1 से आर-29 है। उसका कथन है कि प्रार्थी ने कभी भी एक वर्ष में 240 दिन कार्य नहीं किया। उसने स्वीकार किया है कि प्रार्थी के द्वारा कार्य करने का आवेदन प्रस्तुत किया जाता था, जिस पर भुगतान किया जाता था। यहाँ अनुबन्ध था, लिखित में अलग पृथक से कोई अनुबन्ध नहीं हुआ। उसका कथन है कि उसने गणना नहीं की कि प्रार्थी ने कितने दिन कार्य किया।

प्रार्थी के विद्वान अधिवक्ता का तर्क है कि अभिलेख पर उपलब्ध साक्ष्य के आधार पर प्रार्थी के द्वारा सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन कार्य किया गया, प्रमाणित है। अप्रार्थी ने जवाब में प्रार्थी के कार्य दिवसों की संख्या का उल्लेख नहीं किया व उपस्थिति रजिस्टर प्रस्तुत नहीं किया, जिससे अप्रार्थी के विरुद्ध निष्कर्ष निकाला जाना चाहिए कि यदि उपस्थिति रजिस्टर प्रस्तुत किया जाता तो अप्रार्थी के कथन का समर्थन नहीं होता। उन्होंने लिखित बहस में प्रार्थी के द्वारा कार्यदिवसों की संख्या 198, रविवार की संख्या 52 व अवकाश की संख्या 6 होने का उल्लेख किया है व अतिरिक्त लिखित बहस प्रस्तुत किए जाने पर 29 अधिकृत अवकाश होने का उल्लेख किया व तर्क दिया कि प्रार्थी के द्वारा सेवा समाप्ति के पूर्व के वर्ष में 279 दिन कार्य किया जाना प्रमाणित है। उन्होंने अपने तर्क के समर्थन में 2000 लैब.आई.सी. 1178 एक्जिक्यूटिव इंजीनियर, पीएचईडी व अन्य बनाम मनोज कुमार व अन्य व ए.आई.आर. 1986 एस.सी. 458 वर्कमैन ऑफ़ अमेरिकन एक्सप्रेस इन्टरनेशनल बैंकिंग कॉरपोरेशन बनाम मैनेजमेंट अमेरिकन एक्सप्रेस इन्टरनेशनल बैंकिंग कॉरपोरेशन, ए.आई.आर. 1986 (एससी) 132 एच.डी.सिंह बनाम रिजर्व बैंक ऑफ़ इण्डिया, 1988 लैब.आई.सी. 425 दी कॉर्पोरेटिव टैक्सटॉईल मिल लिमिटेड, बुलन्द शहर बनाम अम.व्य.यालय, यू.पी. गाजियाबाद व अन्य, आर.एल.आर. 1989(1) पृष्ठ 624 बाबूलाल शर्मा बनाम यूनिवर्सिटी ऑफ़ अजमेर व अन्य व ए.आई.आर. 1981 एस.सी. 1253 मोहनलाल बनाम मैनेजमेंट भारत इलेक्ट्रॉनिक्स लिमिटेड को उद्धृत किया है। दूसरी ओर अप्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी के द्वारा सेवा समाप्ति से पूर्व के एक वर्ष में 240 दिन कार्य किया जाना प्रमाणित नहीं है। अप्रार्थी की ओर से समस्त अभिलेख प्रार्थी के द्वारा कार्य किये जाने के बारे में प्रस्तुत किए जा चुके हैं। उपस्थिति रजिस्टर चूँकि नष्ट कर दिया गया है इसलिए पेश नहीं किया जा सका। ऐसी परिस्थितियों में अप्रार्थी के विरुद्ध विपरीत निष्कर्ष नहीं निकाला जा सकता। यह भी तर्क दिया गया कि प्रार्थी के द्वारा सन् 1980 से निरन्तर कार्य किया जाना व उसका एस.एम.एस. शाखा से कलेक्ट्री शाखा में स्थानान्तरण किया जाना प्रमाणित नहीं है। उन्होंने अपने तर्क के समर्थन में 1979 लैब.आई.सी. (एनओसी) 136 व 1994 लैब.आई.सी. 1370 पोली सन्दून कॉर्पोरेटिव बैंक लिमिटेड बनाम गुनील कुमार शर्मा को उद्धृत किया है।

2000 लैब. आई.सी. पृष्ठ 1178 में प्रकाशित मामले में यह अभिनिर्धारित किया गया है कि वास्तविक कार्यदिवसों की संख्या की गणना में केवल वही दिन सम्मिलित किए जाएंगे जिन दिनों में श्रमिक ने वास्तविक रूप से कार्य किया। ए.आई.आर. 1986 सुप्रीम कोर्ट पृष्ठ 458 पर प्रकाशित मामले में यह अभिनिर्धारित किया गया है कि अधिनियम 1947 की धारा 25-बी की उपधारा (2) के प्रयोजनार्थ कर्मकार के द्वारा वास्तविक कार्य किये जाने के बारे में अभिनिर्धारित किया है कि:—

"This expression, according to us, cannot mean those days only when the workmen worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and for which he had been paid wages either under express of implied contract of service by compulsion of statute, standing orders etc."

ए.आई.आर. 1986 सुप्रीम कोर्ट पृष्ठ 132 पर प्रकाशित मामले में कर्मकार ने विपक्षी बैंक में सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन से अधिक कार्य किया जाना बताया था। बैंक अभिलेख प्रस्तुत नहीं कर सका यह अभिनिर्धारित किया गया कि कर्मकार का कथन सही है। 1988 लैब आई.सी. पृष्ठ 425 में प्रकाशित मामले में इलाहाबाद उच्च न्यायालय, ने औद्योगिक विवाद अधिनियम 1947 की धारा 2-जी के प्रयोजनार्थ निरन्तर सेवा में रविवार व अवकाश सम्मिलित किया जाना अभिनिर्धारित किया है यही मत आर.एल.आर. 1989(1) पृष्ठ 624 के मामले में व्यक्त किया गया है। ए.आई.आर. 1981 सुप्रीम कोर्ट 1253 के मामले में अधिनियम 1947 की धारा 25 बी (2) के प्रयोजनार्थ यदि कर्मकार ने सेवा समाप्ति के पूर्व के वर्ष में 240 दिन कार्य कर लिया है तो उसे एक वर्ष तक निरन्तर सेवा में माना जाएगा, अभिनिर्धारित किया है। अप्रार्थी के विद्वान अधिवक्ता के द्वारा उद्धृत न्याय दृष्टान्त 1979 लैब आई. सी. एनओसी पृष्ठ 136 पर प्रकाशित मामले में यह भी अभिनिर्धारित किया है कि अधिनियम 1947 की धारा 25 बी (2) के प्रयोजनार्थ शनिवार, रविवार व त्यौहारों के अवकाश कार्यदिवसों में सम्मिलित नहीं किए जाएंगे। 1994 लैब. आई. सी. पृष्ठ 1370 पर प्रकाशित मामले में दैनिक वेतन मजदूरी पर कार्यरत बैंक कर्मचारी ने बैंक की विभिन्न शाखाओं में अन्तराल के पश्चात कर्मचारियों के अवकाश पर जाने अथवा मौसम में कार्य अधिक होने के कारण नियोजित किया गया था। उसे बैंक की निरन्तर सेवा में नहीं माना गया।

माननीय उच्चतम न्यायालय के न्यायदृष्टान्त को दृष्टिगत रखते हुए अधिनियम 1947 की धारा 25-बी(2) के प्रयोजनार्थ प्रार्थी के कार्यदिवसों में रविवार व ऐसे अवकाश जिसका भुगतान प्रार्थी को किया गया है, सम्मिलित किए जाएंगे। प्रार्थी के विद्वान अधिवक्ता ने अपनी लिखित बहस के दौरान सेवा समाप्ति के पूर्व में प्रार्थी के वर्ष के वास्तविक कार्यदिवसों की संख्या 198 होने का उल्लेख किया है, जो विवादास्पद नहीं है। उन्होंने उक्त अवधि में 52 रविवार व 6 राष्ट्रीय अवकाश

सम्मिलित करते हुए प्रार्थी के कार्यदिवसों की संख्या 256 दिन होने का उल्लेख किया है। उन्होंने 52 रविवारीय अवकाश सम्मिलित किए जाने के बारे में ए.आई.आर. 1986 सुप्रीम कोर्ट पृष्ठ 132 पर प्रकाशित मामले पर जोर दिया है। याची के द्वारा 202 दिन कार्य किए जाने का उल्लेख किया गया था, जिसमें 52 रविवारीय व 17 अवकाश जोड़े जाने पर उसके द्वारा 271 दिन कार्य किये जाने का उल्लेख किया गया था। अप्रार्थी के द्वारा अभिलेख प्रस्तुत नहीं किए जाने पर प्रार्थी के कथन पर भरोसा किया गया। उक्त मामले में यह अभिनिर्धारित नहीं किया गया कि यदि प्रार्थी किसी माह में कार्य पर नहीं रहा तो भी रविवारीय अवकाश उसके कार्यदिवसों की गणना करने में सम्मिलित किए जाएंगे। प्रस्तुत मामले में तो प्रार्थी के द्वारा ही भुगतान रजिस्टर की प्रतिलिपि प्रदर्श उल्लू -3 प्रस्तुत की गई, जिसके अनुसार 198 दिन कार्यदिवसों का भुगतान स्वयं प्रार्थी के द्वारा किए जाने का उल्लेख किया गया है। सन 1988 से सेवा समाप्ति के पूर्व रविवारीय अवकाश व कार्यदिवसों की संख्या व राष्ट्रीय अवकाश की संख्या प्रार्थी की ओर से निम्न प्रकार बताई गई है:—

क्रम सं०	वाउचर दिनांक	कुल दिन
1.	12-12-88	16
2.	30-12-88	16
3.	5-1-89	3
4.	2-2-89	17
5.	24-2-89	19
6.	20-3-89	07
7.	19-4-89	22
8.	26-4-89	04
9.	16-6-89	11
10.	28-6-89	08
11.	21-7-89	10
12.	2-8-89	10
13.	3-8-89 से 12-8-89	09
14.	2-9-89	11
15.	5-8-89 से 18-9-89	11
16.	23-9-89	05
17.	16-11-89	11
18.	6-12-89	08
		198

कार्यदिवसों की संख्या में निम्नरविवारीय अवकाश सम्मिलित किए जाने योग्य है :—

वर्ष	माह	रविवार	राष्ट्रीय अवकाश	से	तक	रविवार
1988	दिसम्बर	04	---	12/12/88	30/12/88	4
1989	जनवरी	05	26 जनवरी	31/12/88	3/1/89	1
1989	फरवरी	04	---	11/1/89	29/1/89	2
1989	मार्च	04	22 मार्च होली वहुत	3/2/89	24/2/89	3
1989	अप्रैल	04	---	25/2/89	4/3/89	1
1989	अप्रैल	05	---	20/3/89	17/4/89	4
1989	मई	04	---	19/4/89	22/4/89	---
1989	जून	04	---	5/6/89	16/6/89	1
1989	जुलाई	05	---	17/6/89	26/6/89	2
1989	अगस्त	04	15 अगस्त, 24 अगस्त जन्माष्टमी	10/7/89	21/7/89	1
1989	सितम्बर	04	---	22/7/89	2/8/89	2
1989	अक्टूबर	05	10 अक्टूबर दशहरा व 29 अक्टूबर दीपावली	3/8/89	12/8/89	1
1989	नवम्बर	04	---	21/8/89	2/9/89	1
				5/9/89	18/9/89	2
				19/9/89	23/9/89	---
				2/11/89	16/11/89	2
				17/11/89	27/11/89	2
				कुल		29
		52	6			

प्रार्थी के द्वारा सेवा समाप्ति के पूर्व 198 दिन कार्य किया जाना विवादित नहीं है। उसके द्वारा उक्त कार्यदिवसों की संख्या में 52 रविवारीय अवकाश व 6 राष्ट्रीय अवकाश सम्मिलित किये जाने का तर्क दिया गया है। वर्कमैन आफ अमेरिकन एक्सप्रेस इन्टर नेशनल बैंकिंग कारपोरेशन बनाम मैनेजमेंट आफ अमेरिकन एक्सप्रेस इन्टरनेशनल बैंकिंग कारपोरेशन के मामले में माननीय उच्चतम न्यायालय के द्वारा अभिनिर्धारित विधिक सिद्धान्त को दृष्टिगत रखते हुए केवल वे ही रविवारीय अवकाश व दूसरे अवकाश सम्मिलित किए जाएंगे जिनका प्रार्थी को भुगतान किया गया हो। जिस अवधि में प्रार्थी अप्रार्थी बैंक के नियोजन में ही नहीं था उस अवधि में आने वाले रविवारीय अवकाश व दूसरे अवकाश सम्मिलित नहीं किए जा सकते। उदाहरणार्थ प्रार्थी दिनांक 31/12/88 से 3/1/89 तक बैंक के नियोजन में था व दिनांक 4/1/89 से 10/1/89 तक नियोजन में नहीं रहा। इसी प्रकार दिनांक, 5/3/89 से 19/3/89, 23/4/89 से 4/6/89, 27/6/89 से 9/7/89, 13/8/89 से 20/8/89, 24/9/89 से 1/11/89 की अवधि में नियोजन में नहीं रहा। अतः उक्त अवधि में पड़ने वाले रविवारीय अवकाश प्रार्थी के कार्यदिवसों की संख्या में सम्मिलित नहीं किए जाएंगे। प्रार्थी के द्वारा

26 जनवरी का राष्ट्रीय अवकाश 11/1/89 से 29/1/89 की अवधि में सम्मिलित है क्योंकि उक्त अवधि में 17 कार्यदिवसों में 2 रविवारीय अवकाश सम्मिलित है, जिनकी गणना 19 होती है। 15 अगस्त से पूर्व दिनांक 13/8/89 से व 15 अगस्त, 89 के पश्चात दिनांक 20/8/89 तक प्रार्थी बैंक के नियोजन में नहीं था। अतः 15 अगस्त का राष्ट्रीय अवकाश भी प्रार्थी के कार्य दिवसों में सम्मिलित किये जाने योग्य नहीं है व इस प्रकार केवल 4 राष्ट्रीय अवकाश दिनांक 22 मार्च, होली, 24 अगस्त, जन्माष्टमी 10 अक्टूबर दशहरा व 29 अक्टूबर दीपावली के अवकाश सम्मिलित किए जाने योग्य हैं। उन्तीस अधिकृत अवकाश होने के बारे में कोई साक्ष्य न होने के कारण उन्हें प्रार्थी के कार्य दिवसों में सम्मिलित नहीं किया जा सकता। प्रार्थी के कार्यदिवसों की संख्या सेवा समाप्ति के पूर्व के वर्ष में 198 + 29 रविवारीय अवकाश व 4 राष्ट्रीय अवकाश सम्मिलित कर कुल 231 होती है व उसके कार्यदिवसों की संख्या सेवा समाप्ति के पूर्व में 240 दिन होना नहीं पाई जाती।

यद्यपि अप्रार्थी ने जवाब में प्रार्थी के कार्य दिवसों की संख्या के बारे में उल्लेख नहीं किया है, यह उल्लेख किया गया है कि प्रार्थी ने सेवा समाप्ति के पूर्व वर्ष में 240 दिन कार्य नहीं किया व जब भी उसने कार्य किया उसका भुगतान वह प्राप्त कर चुका है। भुगतान से संबंधित समस्त अभिलेख अप्रार्थी के द्वारा प्रस्तुत किये जा चुके हैं। उपरिखति रजिस्टर तल्ल किए जाने के बारे में अरुण कुमार जैन

के द्वारा शपथ पत्र प्रस्तुत किया गया है कि बैंक के परिपक्व दिनांक 7-2-84 आर-1 की पालना में उपस्थिति रजिस्टर नष्ट नहीं किया जा चुका है। ऐसी दशा में जब कि उपस्थिति रजिस्टर नष्ट किया जा चुका है अप्राप्ति के विरुद्ध उपस्थिति रजिस्टर प्रस्तुत न किए जाने से कोई विपरीत निष्कर्ष नहीं निकाला जा सकता। उपस्थिति रजिस्टर नष्ट किए जाने के बारे में अप्राप्ति की कोई दुर्भावना होना भी नहीं कही जा सकती, क्योंकि प्राप्ति स्वयं ने विवाद सेवा समाप्ति के बारे में लगभग 7 वर्ष बाद उठाया है।

प्राप्ति के द्वारा दिनांक 2-6-80 से 29-7-87 तक नियमित रूप से एस. एम. एस. शाखा में निरन्तर कार्य किये जाने का उल्लेख किया गया है। अप्राप्ति की ओर से भीमसेन तोमर का कथन है कि प्राप्ति ने एस. एम. एस. शाखा में 3-6-80 से 21-8-80 तक जीव वेकेंसी के विरुद्ध कार्य किया था व 21-8-89 को उसकी सेवा समाप्ति हो गई। प्राप्ति स्वयं ने असफल वार्ता प्रतिवेदन प्रदर्श डब्ल्यू-16 के अनुसार उल्लेख किया है कि उसने बैंक की एस. एम. एस. शाखा व चौड़ा रास्ता शाखा में 92 दिन कार्य किया। अतः प्राप्ति का यह कथन कि उसने विपक्षी बैंक की एस. एम. एस. शाखा में दि. 2-6-80 से 29-7-87 तक नियमित रूप से कार्य किया, विश्वास किये जाने योग्य नहीं है। इस बारे में कोई प्रमाण प्रस्तुत नहीं किया गया कि उसका स्थानान्तरण एस. एम. एस. शाखा से बैंक की कलेक्ट्री शाखा में किया गया। इस प्रकार प्राप्ति के द्वारा बैंक की एस. एम. एस. शाखा में दिनांक 2-6-80 से 29-7-87 तक निरन्तर कार्य करना भी प्रमाणित नहीं है। भीमसेन तोमर ने स्वीकार किया है कि प्राप्ति से लिखित में कोई अनुबंध नहीं हुआ है। प्राप्ति से सेवा संबंधी अवधि के बारे में कोई अनुबंध न होने से यह नहीं कहा जा सकता कि प्राप्ति की सेवा दिनांक 21-8-80 को अनुबंध के अनुसार समाप्ति हुई। अतः सन् 1980 में प्राप्ति की सेवा समाप्ति अधिनियम 1947 की धारा 2 (ओ ओ) (वीवी) के अन्तर्गत अपवाद के अन्तर्गत आती हो, ऐसा नहीं कहा जा सकता। प्राप्ति के द्वारा सन् 1980 की सेवा समाप्ति के बारे में कोई विवाद नहीं उठाया गया। अतः यह विचार करने की आवश्यकता नहीं है कि दिनांक 21-8-80 को प्राप्ति की सेवा समाप्ति छंटनी के तहत आती है अथवा नहीं।

विष्णु संख्या 2 व 5 :—प्राप्ति के द्वारा सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन कार्य किया जाना प्रमाणित नहीं होता है। अतः अधिनियम 1947 की धारा 25-एफ के प्रावधान प्राप्ति की सेवा समाप्ति के बारे में आकृष्ट नहीं होते।

प्राप्ति का कथन है कि बनवारी लाल शर्मा व भूरामल चतुर्थ श्रेणी कर्मचारी जो कि उससे कनिष्ठ थे उसकी सेवा पृथक के समय क्रमशः एस. एम. एस. ब्रांच व किशनगोल ब्रांच में कार्यरत थे। भीमसेन तोमर का कथन है कि भूरामल को 16-5-94 को व बनवारी लाल को

10-5-94 को स्थायी पद पर नियुक्त किया गया था, अर्थात् कब लगाया गया ध्यान नहीं। प्राप्ति की ओर से भूरामल व बनवारी लाल शर्मा के नियुक्ति पत्र प्रस्तुत हुए, जिनके अनुसार उन्हें उक्त दिनांक से नियमित नियुक्ति दी गई है। उन्हें दैनिक वेतन पर बच नियुक्त किया गया इस बारे में कोई अभिलेख प्रस्तुत नहीं किया गया। इस प्रकार प्राप्ति का कथन स्वीकार किये जाने योग्य है कि उक्त दोनों कर्मचारी उससे कनिष्ठ हैं जो कि उसकी सेवा समाप्ति के समय एस. एम. एस. ब्रांच व किशनगोल ब्रांच में कार्यरत थे। प्राप्ति का यह कथन नहीं है कि उक्त दोनों कर्मचारी उसकी सेवा समाप्ति के समय बैंक की कलेक्ट्रेट शाखा में कार्यरत थे। ऐसी दशा में अधिनियम 1947 की धारा 25-जी के प्रावधान आकृष्ट नहीं होते। प्राप्ति बैंक की कलेक्ट्रेट शाखा में कार्यरत होते हुए भी उक्त शाखा प्रबन्धक के नियोजन में होता कहा जा सकता है, जिस निष्कर्ष का समर्थन प्राप्ति के द्वारा प्रस्तुत प्रार्थना पत्र प्रदर्श आर-22 बी, आर-23 बी, आर-24 बी, से होता है। उक्त प्रार्थना पत्र प्राप्ति के द्वारा शाखा प्रबन्धक कलेक्ट्रेट ब्रांच, जयपुर को प्रस्तुत किए गए हैं, जिसमें उसने दैनिक वेतन पर सफाई व पानी भरने का कार्य करने के उपलक्ष में मजदूरी दिलाये जाने का अनुरोध किया है। माननीय राजस्थान उच्च न्यायालय ने स्टेट ऑफ राजस्थान अन्य बनाम अरुण कुमार व अन्य 2000 (3) डब्ल्यू. एल. सी. राजस्थान पृष्ठ 70 पर प्रकाशित मामले में अधिनियम 1947 की धारा 25-एफ के बारे में 240 दिन कार्य दिवसों की गणना करने हेतु यह अभि-निर्धारित किया है कि यदि कर्मकार ने एक ही विभाग की भिन्न-भिन्न इकाइयों में 285 दिवस तक कार्य किया है जिनमें कि परस्पर व्यावसायिक एकत्व नहीं रहा, तो यह नहीं माना जा सकता कि उसने 240 दिवसों तक कार्य किया। उक्त मामले में राजस्थान उच्च न्यायालय के पूर्व न्याय दृष्टान्त व ए. आर्. आर. 1995 सुप्रीम कोर्ट 1163 हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लिमिटेड बनाम हिन्दुस्तान स्टील वर्क्स कंस्ट्रक्शन लिमिटेड एम्प्लॉयर्स यूनियन, ईरराबाद पर भी विचार किया गया। 1987 (1) आर. एल. आर. 71 विजय सिंह बनाम स्टेट ऑफ राजस्थान के मामले में यह अभिनिर्धारित किया गया कि कर्मकार के द्वारा विभिन्न इकाइयों में नियोजन के समय को धारा 25-एफ के प्रयोजनार्थ 240 दिन की कार्य दिवसों की गणना करते समय सम्मिलित नहीं किया जा सकता। परस्पर व्यवसायिक एकत्व से आशय माननीय उच्चतम न्यायालय ने उक्त न्याय दृष्टान्त में एक यूनिट के बन्द होने से दूसरी यूनिट बन्द होने से लगाया है। बैंक की कलेक्ट्रेट व एस. एम. एस. शाखा में परस्पर व्यवसायिक एकत्व हो, ऐसा नहीं कहा जा सकता।

नियम 1957 के नियम 76 के अनुसार छंटनी का नोटिस वहीं दिया जाना आवश्यक है जहां कि नियोजक ने किसी ऐसे कर्मकार की छंटनी की हो जिसने लगातार एक वर्ष तक सेवा की हो। प्रस्तुत मामले में प्राप्ति के द्वारा

बैंक की कलेक्ट्रेट शाखा में सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन अथवा लगातार एक वर्ष कार्य किया जाता प्रमाणित नहीं हो पाया; अतः उक्त प्रावधान आकृष्ट नहीं होते। यह विवादित नहीं है कि नियम 1957 के नियम 77 के प्रावधान आज्ञापक है व छंटनी से पूर्व नियोजन को कर्मकार की विशेष श्रेणी जिसमें से छंटनी प्रस्तावित हो, वरिष्ठता के अनुसार वरिष्ठता सूची तैयार किया जाना व प्रकाशित किया जाना अनिवार्य है। अभिलेख पर ऐसी कोई साक्ष्य उपलब्ध नहीं है कि बैंक को कलेक्ट्रेट शाखा में उसकी सेवा समाप्ति के समय अन्य कोई कर्मचारी प्रार्थी की भांति दैनिक वेतन पर कार्यरत था। ऐसी दशा में नियम 1957 के नियम 77 के प्रावधान आकृष्ट नहीं होते। इसके अनिर्दिष्ट कलेक्ट्रेट ब्रांच के शाखा प्रबन्धक को पक्षकार नहीं बनाया गया जो स्पष्टीकरण दे सकता कि "क्योंकर" वरिष्ठता सूची नहीं बनाई गई व प्रकाशन नहीं किया गया। प्रार्थी के विद्वान अधिवक्ता का तर्क है कि अधिनियम 1947 के प्रावधानों के अन्तर्गत नियोजक को परिभाषित नहीं किया गया व कान्सट्रिक्टिव रिस्यूडिकेटा के सिद्धान्त के आधार पर अप्रार्थी शाखा प्रबन्धक, कलेक्ट्री ब्रांच को पक्षकार बनाये जाने की आपत्ति उठाये जाने से विवधित है। अधिनियम 1947 की धारा 2 के खण्ड-जी के प्रावधानों के अन्तर्गत नियोजक की परिभाषा निम्न प्रकार दी गई है:—

2(g) "employer" means—

- (i) in relation to an industry carried on by or under the authority of any department of (the Central Government or a State Government) the authority prescribed in this behalf, or where no authority is prescribed, the head of the department;
- (ii) in relation to an industry carried on by or on behalf of a local authority, the chief executive officer of that authority;

नियम 1957 के नियम 2 (जी) में अधिनियम 1947 की धारा 2 जी के संदर्भ में नियोजता निर्धारित किया गया है। नियोजता की परिभाषा विस्तृत नहीं है। प्रार्थी के द्वारा दिए गए प्रस्तुत प्रार्थना पत्र से ही स्पष्ट है कि उसने शाखा प्रबन्धक कलेक्ट्रेट ब्रांच के नियोजन में कार्य किया। सम्प्रतीता अधिकारी के समक्ष उक्त शाखा प्रबन्धक को पक्षकार नहीं बनाये जाने के आधार पर यह नहीं कहा जा सकता कि अप्रार्थी उक्त प्रकार की आपत्ति उठाने से विवधित है। संबंधित शाखा प्रबन्धक को पक्षकार न बनाये जाने से प्रार्थी के पक्ष में कोई प्रभावी आदेश पारित भी नहीं किया जा सकता। उक्त परिस्थितियों में शाखा प्रबन्धक को पक्षकार नहीं बनाये जाने की दशा में भी यह निष्कर्ष नहीं निकाला जा सकता है कि उसने नियम 1957 के नियम 77 का उल्लंघन किया।

बिन्दु संख्या 6 :—प्रार्थी ने सेवा समाप्ति दिनांक 28-11-89 के बारे में विवाद सन् 1996 में उठाया है। प्रार्थी के द्वारा देरी से विवाद उठाये जाने के बारे में तर्क दिया गया है कि प्रार्थी ने पत्र प्रदर्श डब्ल्यू-11 दिनांक 20-2-91 व नोटिस प्रदर्श डब्ल्यू-13 दिनांक

15-3-96 अप्रार्थी को प्रेषित किए थे। सन् 1989 में सेवा समाप्ति के बारे में सन् 1991 में सेवा समाप्ति के बारे में प्रार्थना पत्र देने व इसी प्रकार 5 वर्ष पश्चात् अधिवक्ता के द्वारा नोटिस देना देरी से विवाद उठाने का कोई संतोषजनक कारण नहीं है। प्रार्थी के विद्वान अधिवक्ता का तर्क है कि देरी के आधार पर प्रार्थी का क्लेम खारिज नहीं किया जा सकता। उन्होंने अपने तर्क के समर्थन में 1999 लैब. आई. सी. 1435 अजायब सिंह बनाम सरहिन्द कॉर्पोरेटिव बैंक को उद्धृत किया है, जिसमें यह अभिनिर्धारित किया गया है कि जहां देरी से विवाद उठाया गया हो न्यायालय पिछली मजदूरी देने से इंकार कर सकता है अथवा पिछली मजदूरी का आंशिक भाग दिलाये जाने का आदेश दे सकता है। देरी से विवाद उठाने के बारे में परिसीमा अधिनियम के प्रावधान लागू नहीं होते। माननीय उच्चतम न्यायालय के अनुसार केवल मात्र देरी के आधार पर प्रार्थी का क्लेम खारिज किए जाने योग्य नहीं है।

बिन्दु संख्या 7 :—उक्त विवेचन के आधार पर प्रार्थी की सेवा समाप्ति अवैध व अनुचित होना प्रमाणित नहीं है व प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाये।

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पीठासीन अधिकारी

नई दिल्ली, 2 फरवरी, 2001

का. आ. 404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय-II सोलापुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था।

[सं. एल-12014/01/2001-आई आर (बी-1)]

अजाय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2001

S.O. 404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court-II Ind Solapur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 1-2-2001.

[No. L-12014/01/2001/IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI P. S. SHINDE, THE PRESIDING
OFFICER IIND, LABOUR COURT, AT
SHOLAPUR

Ref. I.D.A. No. 20/98

Adjudication between—

The Regional Manager (IV)
The State Bank of India,
East Street, Pune.
Punc-1.

1st Party

AND

Shri P. V. Mane,
R/o:—649, North Kasba,
Near Guruji's Printing press,
Gavandi Galli,
Solapur.

2nd Party.

APPEARANCES :

Shri N. R. Khandal, Advocate for the 1st party.

Shri G. R. Joshi, Advocate for the 2nd party.

AWARD PART-I

(Delivered on 26th Sept., 2000)

1. The Desk Officer, Government of India, Ministry of Labour referred the present dispute for adjudication on the issue directed in the schedule which reads as follows:

"Whether the action of the Management of State Bank of India, Regional Office-IV, Pune in terminating the services of Shri P. V. Mane, cashier-cum-clerk at Balives Branch Sholapur w.e.f. 7-2-89 is legal and justified? If not, what relief the workman is entitled to?"

On registration of the reference the notices were issued to the parties concerned and thereby Shri. P. V. Mane (hereinafter referred to IInd Party) was called upon to file his Statement of claim. At this stage it is necessary to note that the present reference was initially referred to the Presiding Officer, Labour Court, Pune, however, IInd. Party prayed for transfer of the proceeding and thereupon the proceeding came to be transferred to the Labour Court at Solapur. The IInd party filed his Statement of Claim below Exh. U-6 and contended therein that he was employed with the 1st. party as a Messenger in Feb. 1968 and was promoted as a clerk in the year 1977. The 2nd party came to be dismissed from the employment vide order dated 7-2-89. The 2nd party rendered continuous and unblemished services with the 1st. party. The 1st party issued a chargesheet on 20-7-88 to the 2nd party alleging therein charge of misappropriation and absenteeism. The 2nd party replied the same and thereby denied the charges levelled against him. The 1st party also issued chargesheet to another employee by name Shri A. V. Deshpande on 25-8-88. The charges levelled against the 2nd party and the charges levelled against the said Shri Deshpande were identical and connected with common incidents. One Mr. Hardikar came to be appointed as enquiry officer to enquire into the charges levelled against the 2nd party. The 2nd party appointed

Shri Ghadage as his representative. In the enquiry no statement of the witnesses on behalf of the management were recorded in the presence of 2nd party and his representative. If at all any statement of any witness is recorded behind and back of the 2nd party. No opportunity of cross examination was ever made available to the 2nd party. The enquiry officer inspected the record and had drawn his own conclusion. The copy of the findings was not made available to the 2nd party. The findings drawn by the enquiry officer are perverse and without any support of oral and documentary evidence. The enquiry conducted against the 2nd party as such is not fair, proper and in accordance with the principles of natural justice as well the findings drawn by the enquiry officer are perverse. The 2nd party came to be issued with chargesheet identical to one Shri Deshpande. The enquiry was also conducted against the employee by name Shri A. V. Deshpande, however, he was reinstated in service but the 2nd party came to be imposed with the punishment of dismissal. The 1st party by inflicting minor punishment on Shri Deshpande imposed harsh punishment on 2nd party and thereby shown favouritism to Shri Deshpande. The officers and superiors of the 2nd party advised and instructed the 2nd party not to contest the chargesheet and advised to admit the charges. The 2nd party was also assured that he will be imposed with minor punishment if he admits the charges. The 2nd party infact was induced by the officers and superiors of the 1st party. The officers and superiors thereby also presurise the 2nd party for admitting his guilt and apology but all the said tactics were only with a view to protect the said Shri Deshpande. The 2nd party on relying on the assurances given to him admitted the charges and prayed for apology. But subsequent to his enquiry the officers and superiors did not keep their promise and the statement of the 2nd party was used against him. The 2nd party as such was discriminated as against another employee Shri Deshpande. The charges levelled against the 2nd party were false and baseless as well concocted. The 2nd party was working as a dispatch clerk and was entrusted the duties of maintainance of postage books, registered letters alongwith dispatch of registers. The 2nd party never filed any superfluous entries in the record of the 1st party as well never placed any fraudulent figures against the postage. If at all there is any misconduct the said misconduct was not deliberate. The 2nd party never torn out any pages from the register. His work was regularly checked and supervised by Shri Deshpande. The said Shri Deshpande also use to check the books of accounts registers and use to sign the same in token of having found the entries correct. If at all said Shri Deshpande could have found any fault or mistake on the part of the 2nd party he would have been reported the matter to the superiors. Their Sr. clerk Sh. Deshpande having not made any report against the 2nd party and having checked and inspected the relevant documents there was no deliberate or intentional mistake done by the 2nd party. The work carried out by the 2nd party during the period from 23-12-85 to 13-10-87 was absolutely correct and did not raise any doubt to the superiors as well to Shri Deshpande. The said fact goes to show that the 2nd party had not committed any misconduct as alleged against him in the chargesheet. In spite of the same 2nd party has been made a scape goat to protect said Shri Deshpande. The

2nd party was the member of union by name S.B.I. employees Union (Bombay Circle) which was not recognized union. The 2nd party referred his matter to his union of which he was the member as well to subsidy bank employees union which is functioning as recognized union. One Shri R. Y. Ghadage, Asstt. General Secretary was the defence representative of the 2nd party in the enquiry. The 2nd party lost his papers and therefore was not sure as regards defence taken by him in the enquiry. The enquiry officer has not taken any cognizance of the material favourable to the 2nd party and held the 2nd party guilty only on the bare statement of admission given by the 2nd party. The punishment imposed on the 2nd party is shockingly disproportionate as against the punishment imposed on Shri A. V. Deshpande. The 2nd party on the basis of aforesaid pleadings prayed for holding the termination to be invalid and illegal. The 2nd party also prayed for the relief of reinstatement with continuity of service and back wages in full.

2. The 1st party appeared and filed w.s. below Exh. C-8 and contended therein that the 2nd party was dismissed from the service by order dated 7-2-89 and the same was accepted by the 2nd party. The 2nd party had preferred an appeal to the Appellate Authority which came to be decided on 20-4-89. The present dispute came to be raised against the dismissal but till 1995 the 2nd party has kept quite. The 2nd party nowhere explained as to why the period of 6 years was lapsed in between. The conciliation officer ought not to have referred the dispute on the delay point. The dispute as such suffering from laches and barred by law of limitation. The basic principle of Law is to help only those persons who are alert about their rights. The reference of the 2nd party therefore on this ground alone deserves to be dismissed. The 1st party denied the contentions raised by the 2nd party in his statement of claim and prayed for putting the 2nd party to the strict proof thereof. The 2nd party in the past was issued with memos and notices and was found indulging in various illegal activities on various acts and misconducts. The 1st party contended that the 2nd party was issued with chargesheet on 20-7-88 and at the same time Shri Deshpande was also issued with chargesheet on 25-8-88 who was working as a Head clerk. The gravity of the charges levelled against the 2nd party and Shri Deshpande was different in its nature and contents and therefore the misconduct alleged against the said Shri Deshpande in no way be comparable with the misconducts committed by the 2nd party. The enquiry officer has rightly considered the material before him and inspected the record which was within his right and jurisdiction and thereby shown as to how unbiased manner he has conducted the enquiry. The 1st party is not obligatory to provide copy of the findings to the 2nd party in view of the Shastri Award. The findings drawn by the enquiry officer are not at all perverse or one sided but infact the same are submitted by cogent evidence. The enquiry conducted by the enquiry officer Shri Hardikar is fair, proper and in accordance with the principles of natural justice. The chargesheet issued to Shri Deshpande and charges levelled thereunder were with regard to failure of Shri Deshpande in his duties to supervise the work carried out by the 2nd party which cannot be compared with the act and misconduct committed by the 2nd party and therefore there cannot be any comparison as regards

chargesheet issued to the 2nd party and Shri Deshpande. Shri Deshpande against whom charges were proved subsequently was compulsorily retired considering his age and the total number of service he has rendered. As such there is no discrimination as alleged. The punishment imposed on Shri Deshpande cannot be equated as minor punishment considering the gravity of the misconduct proved against Shri Deshpande and that of 2nd party. No officer or superior ever instructed or advised the 2nd party for not contesting the chargesheet or no any assurance having been given to the 2nd party for minor punishment. The 2nd party was never pressurised by any of the officer or superior and was never induced to give apology. On consideration of the reply dt. 20-8-88 given by the 2nd party one can draw the conclusion as regards apology submitted by the 2nd party being in its true sense or not. The 2nd party in his reply explained the circumstances under which he was helplessly indulged into committing the misappropriation. The 1st party taking into consideration the reply of the 2nd party dated 20-8-88, seriousness and gravity of the misconduct and considering the findings of enquiry officer took decision to remove the 2nd party from service to protect the interest of the 1st party. The 1st party has not shown any discrimination while imposing the punishment on the 2nd party. According to the 1st party the case of Shri Deshpande Head clerk was of some checking the entries and records made by the 2nd party which shows that the duties carried out by Shri Deshpande were of secondary nature compared to the duties of 2nd party. The 2nd party has shown lapses in his duties and for that matter Shri Deshpande cannot be held responsible. The enquiry officer within his power conducted the enquiry and considering all the aspects which he thought fit given his findings on the issue. The 1st party being a banking institute and dealing with the financial aspects of the public the persons like 2nd party cannot be tolerated as he was also required to handle cash and issue of D.D. etc. The 2nd party has lost integrity, honesty, faithfulness, confidence and moral as he found indulging in the acts of misappropriation to the extent of Rs. 20,641-90 alongwith commission of forgery, tearing of registers and therefore the punishment of dismissal imposed on the 2nd party is just, proper and commensurate with the gravity of the misconduct. The 1st party on consideration of all the material before it imposed the punishment of dismissal which is legal and proper. The 1st party contended that this court cannot sit in appeal on the order of the 1st party and this court has no power to interfere with that desecration of the 1st party. The 1st party on the basis of aforesaid pleadings prayed for dismissing the reference.

3. Considering the pleadings and counter pleadings of the respective parties before me I have before me the following issues for my consideration out of which issue No. 1 is tried as Preliminary Issue.

ISSUES

1. Does the 2nd party prove that the enquiry conducted against him by the 1st party is not fair, proper and in accordance with the principles of natural justice?
2. Does the 1st party prove the charges levelled against the 2nd party on the basis

of evidence recorded in the enquiry and/or before the court to the satisfaction of the court?

3. Does the 2nd party prove that the punishment imposed on him deserves interference?
4. Does the 2nd party prove that he is entitled for the reliefs as prayed of otherwise?
5. What order?

4. My finding on the Preliminary issue is as under for the reasons given below.

FINDINGS

1. In the affirmative.

REASONS

ISSUE NO. 1 :—

5. Heard the arguments advanced by learned advocates of the parties inconsonance with the contentions raised and material placed on record. The 2nd party deposed in this proceeding whereas the 1st party examined one witness below Exh. C-16. Both the parties placed on record documents connected with the matter and in support of their respective contentions. The 2nd party placed on record the documents below exh. U-7 whereas the 1st party produced the documents below exh. C-9 and C-14. The enquiry papers are placed on record by the 1st party in original below exh. C-9. The 2nd party admittedly was issued with chargesheet on 22-7-88, alleging therein certain misconducts on the part of the 2nd party. The chargesheet contains all the necessary and relevant details which are required to be necessary to understand the charges to the 2nd party. The 2nd party vide his letter dated 3-8-88 sought time to submit his reply to the chargesheet. The enquiry was conducted by the enquiry officer wherein one Shri S. N. Joshi was the representing officer. The 2nd party participated in the enquiry alongwith his defence representative. The enquiry commenced on 13-10-88 and it appears that the same was concluded on that day itself. The enquiry officer initially read over the chargesheet for the sake of 2nd party and thereafter asked certain preliminary question and recorded the same alongwith answers given by the 2nd party. It appears that there is one line mentioned in it wherein wording contains.

“Charge No. 2 is accepted by me.”

The enquiry proceeding contains the signature of all the persons present in the enquiry. The enquiry was concluded on 13-10-88 itself. The enquiry officer submitted his findings on 9-12-88 wherein apart from charge No. 1 a, b, c, d and 2 which were accepted by the 2nd party the enquiry officer held the 2nd party guilty of charge No. 1(c). The enquiry officer also held the 2nd party guilty in connection with charge No. 3 also. In totality the enquiry officer held that the charges levelled against the 2nd party apart from those accepted and other also have been held to be proved. However, on

going through the enquiry papers nowhere it appears that any document have been produced in the enquiry in connection with the charges which were not accepted by the 2nd party and in fact the charges which were not accepted to 2nd party it was abundant duty of the 1st party to adduce evidence and the enquiry officer ought to have given cross examining the witnesses without which no conclusion can be drawn that the charges are proved. No witness came to be examined in the enquiry and no opportunity of cross examination was granted to the delinquent-employee. Before concluding the enquiry the enquiry officer ought to have explain 2nd party that apart from charges admitted he is giving findings on the charges which were not admitted by the 2nd party also. However, that has not been done by the enquiry officer which amounts violation of principles of natural justice. The chargesheet contains charge No. 3 to the effect that 2nd party submitted 5 applications for leave for specific number of days and therefore charge of absenteeism came to be alleged alongwith violation of legitimate orders of superiors. However, in the enquiry proceeding neither the leave applicants are appearing on record nor the attendance register and wage registers to verify and to check the veracity of the charges levelled against the complainant. Further it is not sufficient to produce the documents or to check the veracity of the documents by the enquiry officer but at the same time it was duty of the enquiry officer to offer witnesses for cross examination. From the enquiry proceeding nowhere it comes to the knowledge as to how the charges are proved so far as charge No. 2 and 3 are concerned. It at all any documents are produced in the enquiry by the delinquent said documents are not appearing in the enquiry proceeding which is filed in this proceeding by the 1st party. The evidence of the 2nd party as well the witness of the 1st party goes to show that the advocate for the 1st party emphasised so far as the admitted charges are concerned. But as regards other charges which the 2nd party denied no witnesses were examined and therefore the enquiry officer on his own and without offering any witness to cross examination ought not to have come to the conclusion of proving of the charges. The learned advocate appearing for the 1st party argued that the 2nd party having admitted the charge there was no necessity to adduce the evidence and offer witnesses for cross examination. In my opinion apart from the charges admitted other charges have not been held to be proved against the 2nd party that to without adducing any oral evidence or offering any witness to cross examination to the delinquent, such submissions do not have any ground. The learned advocate for the 1st party placed reliance on the Judgment of Hon'ble High Court of Madhya Bharat reported in 1957- AIR-page 15 in the matter between Jagdishprasad Saxena V/s. State wherein the Hon'ble High Court observed that:

“Wherein a particular case the facts are proved or admitted and the only question is as regards the inference to be drawn from these facts, the fact, that the petitioner submitted a written reply setting out the reasons why the inference drawn tentatively ought not to be drawn, should be considered to be sufficient and it is not necessary in such a

case to make a rehearsal of recording entire evidence again."

However, considering the facts appearing in the said matter and the facts in the present reference there is what difference and therefore said citation can not be made applicable to the facts of the present case. The 1st party placed on record the zerox copy of letter dated 20-8-88 from the 2nd party to the 1st party as well another letter dated 15-2-89 addressed by the 2nd party to the 1st party. In the letter dated 20-8-88 the 2nd party made a mention about receipt of chargesheet and replied the same. In the said reply nowhere it appears that the 2nd party admitted the charges. So far as letter dated 15-2-89 is concerned that is connected with the order of dismissal issued to the 2nd party and no way connected with the conduction of enquiry. Hence do not require any consideration at this stage. The learned advocate for the 1st party also placed reliance on the Judgment of Hon'ble High Court of Orissa in the matter of Narayan Panda V/s. Bank of India and another reported in 1993(II)BC 366(DB) and contended that the rule to prove the offence in a criminal trial beyond reasonable doubt is not applicable in proving the misconduct in a departmental enquiry. As regards the ratio lead down by the Hon'ble High Court is concerned there is no second opinion about the same. However, as regards the present enquiry is concerned apart from the charge admitted the other charges having been held to be proved amounts to violation of principles of natural justice and therefore the present citation is not applicable to the facts of the present case. The learned advocate specifically placed reliance on para 4 of the said Judgment, however, considering all the aspects and observations of the Hon'ble High Court the said citation noway helps the 1st party in any manner or whatsoever. The learned advocate also placed reliance on the Judgment of Hon'ble Supreme Court in the matter of The Central Bank of India Ltd. V/s. K. Banerjee reported in AIR-1968, SC-266 wherein the Hon'ble Supreme Court observed that if the workman admits his guilt to insist upon the Management to let in evidence about the allegations will only be an empty formality. In such a case, it will be open to the management to examine the workman himself ever in the first instance so as to enable him to offer any explanation for his conduct, or to place before the management any circumstances which will go to mitigate the gravity of the offence. As regards the ratio lead down by the Hon'ble Supreme Court is concerned the same is settled Law and there is no second opinion about the same. However, apart from the charges admitted in the present matter certain charges have not been admitted by the 2nd party and even then the enquiry officer held that the charges have been proved and therefore the citation relied is not applicable to the facts of the present case. In the circumstances I am of the view that the enquiry conducted against the 2nd party is violative of the principles of natural justice and therefore not fair and proper. I therefore, answer the issue in the affirmative and proceed to pass the following order.

ORDER

- I. The enquiry conducted against the 2nd party by the 1st party is not fair and proper

413 GI/2001—17.

being violative of principles of natural justice stands vitiated.

- II. The 1st party is at liberty to prove the charges before the court.

- III. Reference to proceed further on its merits.

- IV. No order as to costs.

P. S. SHINDE, Presiding Officer

नई दिल्ली, 2 फरवरी, 2001

का. भा. 405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तरी रेलवे, इलाहाबाद के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंखाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2001 को प्राप्त हुआ था।

[सं. एल-41012/271/99-आई धार (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd February, 2001

S.O. 405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 1-2-2001.

[No. L-41012/271/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI. R. P. PANDEY PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT SARVODAYA NAGAR KANPUR

Industrial Dispute No. 42 of 2000

In the matter of Dispute between:

Sri Dinanath Tiwari
Divisional Organizational Secretary
Uttar Railway Karamchhari Union
No. 61, 119/74 Nascemabad
Kanpur.

AND

The Divisional Railway Manager
Northern Railway
Allahabad.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-41012/271/99/IR-(B-I) dated 15-3-2000 has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the management of Divisional Railway Manager, Northern Railway, Allahabad, in awarding punishment of stoppage of four increments of Sri Hori Lal

is justified? If not to what relief the workman is entitled for ?”

2. In the present case after receipt of reference order registered notices were sent to the Union raising instant dispute for filing of statement of claim Sri Dinanath Tiwari, the authorised representative for the union appeared before the Tribunal on 11-8-2000 and sought time for filing of the claim statement thereafter several dates were fixed in the case but neither the representative of the union appeared nor filed his statement of claim in the case. On 4-1-2001 when the case was taken up none was present from the side of the Union.

3. Therefore, from the conduct of the representative for the union it becomes crystal clear that neither the workman nor the representative for the union is interested in pursuing the present case. In view of it the Tribunal is left with no other option but to decide the matter against the concerned workman for want of pleadings and proof.

4. Accordingly it is held that the concerned workman is not entitled for any relief pursuant to the reference order made to this tribunal for want of pleadings and proof.

Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 6 फरवरी, 2001

का.मा. 406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण इलाहाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-02-2001 की प्राप्त हुआ था।

[सं. एल-12012/499/98-आई धार (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th February, 2001

SO 406—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Allahabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 5-2-2001.

[No. I-12012/499/98-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL (I), U.P.
AT ALLAHABAD

PRESENT:

Justice V. P. Goel, formerly judge, High Court,
Allahabad now Presiding Officer.

Adj. Case No. 74 of 1999

In the matter of an Industrial dispute

BETWEEN

- (1) Branch Manager, State Bank of India,
G.T.B. Nagar Branch, Allahabad.
- (2) Deputy General Manager, State Bank of
India, Zonal Office, Varanasi.

AND

Ved Prakash Shukla S/o Sri Bal Kukund Shukla,
42/116, Thakur Ka Hata, Bahadurganj,
Allahabad.

APPEARANCES:

For the employers—1. Sri Ganga Prasad Agrawal, 2. Sri Sougata Mitra, Authorised Representatives.

For the workman—Sri Anil Kumar Srivastava,
Authorised Representative.

INDUSTRY: Bank. DISTRICT: Allahabad

Dated: January 6, 2001.

AWARD

By order No. L-12012/499/98-IR(B-I), dated 22-3-1999, the Government of India, Ministry of Labour, New Delhi referred the following matter of dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the parties aforementioned:—

“Whether the action of the management of State Bank of India in terminating the services of Sh. Ved Prakash Shukla, w.e.f. 1-12-90 is justified? If not what relief the workman is entitled for?”

2. Subsequently, vide Order No. L-12012/499/98-IR(B-I), dated 25th July, 2000 corrigendum was issued to the effect that the date of termination, which is mentioned as 1-12-1990 due to typographical mistake in the Schedule, may be read as 1-2-1990. Accordingly, the amendment was permitted to be incorporated in the Schedule vide order dated 4-8-2000.

3. The workman has filed written statement of demand 4/A and has alleged therein inter-alia that he was appointed on the post of Messenger by the opposite party No. 1 on 1-4-87; that whole service record of the workman was spotless and he was working with entire satisfaction of his superiors; that the opposite party No. 1 has orally terminated the services of the workman w.e.f. 1-2-90 without any reason and justification; that the workman has continuously worked with the opposite parties with effect from 1-4-87 to 31-1-90; that he has worked for more than 240 days with the opposite parties during the preceeding twelve calendar months that at the time of termination of service of the workman opposite party No. 1 has not paid one months wages in lieu of notice and retrenchment compensation thus violated the mandatory provision of Section 25-F of the Industrial Disputes Act, 1947. that the termination of service of the workman by the opposite party

No. 1 w.e.f. 1-2-90 in wholly illegal, unjust and liable to be quashed, that after illegal termination from service workman made written demand letters to the opposite party No. 1 and others and personally met with the top officers of the Bank and prayed for his reinstatement with full back wages and it was assured by the officers of the bank that he will be reinstated very soon and thus he was hopeful that his demand will be considered by the department; that when the opposite party did not pay any heed on the just and valid demand of the workman then he has filed his case before the Assistant Labour Commissioner, Allahabad and the Central Government being satisfied that industrial dispute exists between the parties referred the matter of dispute for adjudication before this Hon'ble Tribunal; that the workman is entitled for reinstatement with full back wages and all other service benefits; and that the concerned workman is out of employment since the date of termination of service and due to unemployment he and his family are suffering great hardship.

4. The employer has filed written statement and has alleged therein inter-alia that the State Bank of India carries out various Welfare Activities for the benefit of the Staff members of the bank at the branch level and also at the Administrative Offices. Providing Canteen facilities to its staffs constitute one such Welfare activity carried out by the bank at branch level; that pursuant to settlement entered into by the representative Union and the Management of the bank at the All India level a Staff Welfare Fund was created for carrying out various Welfare activities for the benefit of the staff of the bank and a portion of the Fund is allocated to each Circle of the bank for providing Canteen facilities to the staff of the bank at concessional rates in the respective branches under its control; that for the purpose of implementing the various schemes for which the Staff Welfare Fund has been created Local Implementation Committee, hereinafter referred as L.I.C. is constituted at the branch level in which Branch Manager is the Ex-officio President and another employee of the branch is elected by the staff by secret ballot to act as Secretary. The involvement of the Branch Manager in the functioning of the L.I.C. is limited for scrutinising the proper utilisation of the fund allocated to the respective branches for running the various Welfare activities of the L.I.C. and the Committee appoints/engage Canteen boys etc. to run the Canteen; that in the branches of the State Bank of India having staff strength less than 100 the Canteens are run by the L.I.C. Such Canteens are no statutory, non-recognised Canteens; that the workmen engaged by the L.I.C. are not employees of the bank and are not under the control of the bank and their appointments are not governed by any rules framed by the bank; that there is no obligation statutory or otherwise to run the Canteen by the Bank; that no master servant relationship exists between the bank and the workers engaged by the L.I.C. for managing the Canteen; that the bank only provides subsidy for promoting and running of the Canteen which serves tea/lunch etc. on subsidised rates to the staff members on no profit basis; that the Bank does not employ the canteen workers; that the bank does not supervise or control the work or the details regarding the canteen or its workers engaged by the L.I.C.; that the Bank does

not appoint/discharge any worker and cannot take any disciplinary action or direct any canteen employee to do any particular work nor is any scheme laid by the bank for that purpose; that recruitments in banks are made as per statutory rules framed by it and holding test/interviews; that persons hired by the L.I.C. for serving at the canteens run by the LIC are not recruited by the bank and the service rules of the bank does not apply to such persons; that it has been held conclusively by the Hon'ble Supreme Court in State Bank of India Vs. S.B.I. Canteen Employees Union (AIR 200 SC 1518) following the ruling of Employers of R.B.I. Vs. Workmen [1996 (3) SCC 267] that the workmen engaged at the Canteens run by the Local Implementation Committee are not employees of the State Bank of India; that at G.T.B. Nagar Branch of the bank there are only 11 employees of the bank and the canteen located therein is run by the L.I.C. under normal scheme of things; that the workman Ved Prakash Shukla was engaged as a canteen boy at the G.T.B. Nagar Branch between 1-4-1987 and had worked till 31-1-1990 whereupon he was disengaged. It shall be evident from the mode of payment of remuneration to him that he was hired by the L.I.C. and was paid remuneration by the L.I.C. and the bank had neither engaged him nor was responsible for payment of wages to him; that at the G.T.B. Nagar Branch there is a post of only one Messenger and at the relevant point of time Sri Ram Gopal Kushwaha was appointed in the said post and had been working as such as the G.T.B. Nagar Branch since 16-8-1983; that Shri Ved Prakash Shukla was not an employee of the bank hence there was no question of retrenching him or for payment of any retrenchment compensation to him; that the workman was disengaged from 1-2-1990 but he had raised the claim only in 1998 before the Assistant Labour Commissioner after an unexplained delay of eight years; that the delay on the part of Sri Ved Prakash Shukla being inordinate and no explanation having been offered by him the claim should be dismissed on this ground itself. In view of the submissions made above it has been prayed that the claim of Sri Ved Prakash Shukla be rejected as unjustified and not maintainable.

5. The workman concerned has filed rejoinder 7/A and has reiterated what has already been mentioned in its written statement. It has been further submitted that concerned workman was never engaged by the L.I.C. as canteen boy to work in the canteen. True fact of the case is that concerned workman was engaged as messenger by the Branch Manager G.T.B. Branch, Allahabad. The duties of the concerned workman was to sort out the vouchers, keep the registers on the proper places and other documents and to go for clearing the cheques to other banks for the purposes of banks. The concerned workman has received expenses conveyance allowances and wages from the Branch Manager, G.T.B. Nagar, Allahabad. He was working under the control and supervision of the Branch Manager, G.T.B. Nagar, Allahabad. The name of the concerned workman is available on the petty expenses payment register of the bank. It is further submitted that name of the L.I.C. in the instant case is only camouflage and sham. It is held by the Supreme Court of India in case of Gurmale Singh Vs. Principal, Government College and others

reported in U.P.L.B.E.C. 2000 Vol. 1, page 798 that the dispute cannot be rejected on the ground of delay. The same view was also held by the Hon'ble Supreme Court of India in Ajaib Singh case reported in F.L.R. 1999 Vol. (82) page 137.

6. The workman has filed 3 documents vide list 1-B/2, out of which only one document was proved marked Ex. W-1. The employers have filed three banker's cheque issued by the President and Secretary of the Local Implementation Committee, SBI, G.T.B. Nagar Branch in favour of Sri Ved Prakash Shukla towards remuneration paid to him. The employers vide list 2-B/1 filed photo copies of petty expenditure register (20 pages).

7. Sri Ved Prakash Shukla examined himself as W.W. 1 and reiterated the facts stated in the written statement and rejoinder. He further deposed that when he was sent to other banks for giving cheques, he was paid conveyance allowance by the State Bank of India through petty charges payment register. This register belong to State Bank of India. This register has been marked as Ex. E-1. The Branch Manager used to take his attendance in a separate register and salary used to be paid at the end of the month.

In cross-examination the witness stated that for the last 10 years he is doing cultivation. He has got 2/3 bigha land. He does not know Local Implementation Committee. He has worked for two years, nine months and 30 days. He used to get payment through cheque. It is wrong to say that cheques were issued by Local Implementation Committee. It is correct to say that he has neither any appointment letter nor termination order. Still he has stated that he was appointed by Branch Manager and he has passed orders for terminating his services. He has not made any complaint to the Branch Manager or senior officers of the Bank that no written order for appointment or termination has been given to him. He has further denied that there is no canteen in the bank premises and employees go outside for tea etc. He never brought tea for employees from outside. When he was working there were 10 employees in the bank including him. There is only one messenger in the bank named Ram Gopal Kushwaha. He has admitted that he was not on the post of messenger. The witness volunteered that he used to give registers to employees and used to go to other banks for giving cheques then he got conveyance allowance from bank. He has continuously worked for 240 days since 1987. It is wrong to say that there is no canteen in the bank premises and he is employee of the canteen.

8. The employers examined Sri Om Prakash Lakhani, Ex. W-1. He has deposed that he knows Ram Gopal Kushwaha who is permanent messenger. He was getting salary like other employees/staff of bank. He also knows Ved Prakash Shukla who was not appointed as a messenger. Workman concerned was working as canteen boy. Canteen boy was appointed by Local Implementation Committee. He has brought original cheque and deposed that it has been issued by Local Implementation Committee. The cheque bears the signature of President and Secretary of L.I.C. The cheque bears the signature of Sri Ramji Tandon, Secretary which the witness recognised and

proved his signature on the cheque as President of L.I.C. marked Ex. E-2. The workman has never refused to accept the cheque nor ever protested. He has brought original petty charge register. In this petty charge register Sri Ved Prakash Shukla has put signature in token of having received the money for the articles purchased for canteen. It is wrong to say that entries belong in the petty charge register for taking cheques etc. outside. Attendance was regularly recorded by the employees of the bank in the attendance register. In the Guru Teg Bahadur branch of the bank there was no temporary employee. It is also wrong to say that the attendance of Sri Shukla was recorded in separate register or copy. The then Branch Manager Udit Narain Srivastava had died. The witness was Branch Manager since 1989 to 1991. He was paid conveyance allowance for bringing goods of canteen.

In cross-examination he stated that Ram Chandra was not sweeper but Rajendra Prasad was sweeper. He has specifically deposed that Canteen boy was appointed by L.I.C. and payment made through cheques are proof for the same. There is no proof on the file that L.I.C. has appointed the workman concerned on the post of Canteen boy. The workman was working in the branch of Guru Teg Bahadur of State Bank of India as Canteen boy. A small place was given in the bank premises for canteen. It is wrong to say that he was Secretary of the L.I.C. but he deposed that he was President. He has not filed any proof in the present case that he was President of the L.I.C. L.I.C. is an institution of employees and looks after their welfare. Bank gives money as subsidy. The money which is given by State Bank as subsidy that is the fund of L.I.C. L.I.C. is a institution of staff. The witness has not filed any rules and regulations of L.I.C. The work done by Ved Prakash Shukla was being looked by the L.I.C. and the Bank was not concerned with the same. It is wrong to say that Ved Prakash Shukla was the employee of Guru Teg Bahadur branch of State Bank and was working there and the Bank used to look after his work.

9. The workman moved application 8/A for summoning certain documents from the employers to which objection 9/A was filed by the employers. However, when the case was taken up on 17-10-2000 Sri Anil Kumar Srivastava, authorised representative, for the workman stated before the Court that the cause in the application 8/A, dated 27-9-2000 has become infructuous as the employer has filed the photostat copies of the Petty Cash Payment Register. The genuineness of the photostat copies has been accepted after seeing the original by the representative for the workman. The application 8/A was accordingly dismissed as infructuous.

10. On the pleadings of the parties the following issues arose and framed by the Tribunal on 17-10-2000:—

- (i) Whether the workman is not entitled to the relief claimed on account of delay in raising the industrial dispute ?
- (ii) Whether the workman was engaged as a Canteen boy in the Canteen run by L.I.C. at G.T.B. Nagar Branch, Allahabad or as a Messenger there?

(iii) Whether, a Canteen Boy appointed by the Local Implementation Committee is an employee of the S.B.I.?

(iv) As in the terms of reference order.

11. Heard the learned representatives for both parties and perused the record.

12. I shall take up issue No. (i) first for decision. The learned representative for the workman submitted that there is no limitation prescribed for making a reference before the Tribunal or Labour Court. He argued that when once the reference is made by the Government it is obligatory on the Tribunal to decide the case on merit and it cannot be to the question of limitation. He has referred to case law reported in U.P.L.E.C. Vol. I-2000 page 7098. The argument of the learned representative for the workman that the delay in making the reference is not relevant for adjudicating a case on merits is not correct. The decision of Hon'ble Supreme Court in A.I.R. 1959 S.C. 1217 Shalimar Works Ltd. and their workmen, the Hon'ble Supreme Court was pleased to observe:—

“There is no doubt that strictly speaking the order of the company discharging its workmen on April 6, 1948, when a dispute was admittedly pending was a breach of Section 33 (Punjab National Bank Ltd. Vs. Employees of the Bank 1953 S.C.R. 686). The remedy for such a breach is provided in Section 33-A and it can be availed of by an individual workman. If, therefore, it was felt by the workmen who were discharged on April 6, 1948, that there was breach of Section 33 by the company, they should have applied individually or collectively to the Tribunal under Section 33-A. None of them did this. It is true that some kind of letter was written to the Assistant Labour Commissioner in November, 1949, but that was also very late and nothing seems to have happened thereafter for almost another three years, till the first reference was made on October 7, 1952. It is true that there is no limitation prescribed for reference of disputes to an Industrial Tribunal; even so it is only reasonable that dispute should be referred as soon as possible after they have arisen and after conciliation proceedings have failed, particularly so when disputes relate to discharge of workmen wholesale, as in this case.”

13. According to the pleadings of the workman he was terminated on 1-2-90 and the reference by the Central Government was made on 22-3-99. The workman attempted to explain the delay in his written statement pleaded that after illegal termination from service concerned workman made written demand letters to the opposite party no. 1 and others and personally met with the top officers of the Bank and prayed for his reinstatement with full back wages and it was assured by the officers of the bank that he will be reinstated very soon and thus he was hopeful that his demand will be considered by the department. When the opposite party did not pay any heed on the just and valid demand of the workman then he has filed his case before the Assistant Labour Commissioner,

Allahabad and the Central Government being satisfied that industrial dispute exists between the parties referred the matter of dispute for adjudication before this Tribunal. In his statement before the Tribunal he has not said a word regarding delay and failed to corroborate the averments made in paras no. 7 and 8 of the written statement. He has miserably failed to explain the delay in his oral evidence. The averments made in paras no. 7 and 8 of the written statement appears to be concocted and after thought. A person who comes before the Tribunal with a false case to gain illegally is not entitled for any sympathy. The workman has miserably failed to explain the delay in filing the conciliation proceedings and has not said single word in the statement before the Tribunal as to what he was doing for over 9 years after his termination. The representative for the employer submitted that the claim of the workman is highly belated and suffer from laches, and as such deserves to be dismissed on this ground alone. It is correct that the workman or any person cannot be permitted to raise a claim after lapse of time which has become stale.

14. The Karnataka High Court in Writ Appeal No. 7505 of 1999 decided on 9-2-2000 between Telecom District Manager and others and A. A. Angali and others reported in 2000(87) F.L.R. 97 held as under:—

11. “So far as the second question is concerned, admittedly, there was undue delay of 7 to 9 years in raising the dispute before the Tribunal. Therefore, for the reasons recorded in the case of Shalimar Works Ltd. Vs. Their workmen (A.I.R. 1959 SC 1217), and in the case of Ratan Chandra Samanta Vs. Union of India [1993 (67) FLR 70(SC)] the reference is not maintainable because of laches committed in seeking the reference.

12. Recently, the above principles have again been reiterated in the case of Nedungali Bank Ltd. Vs. K. P. Madhavankutti, [2000 (84) FLR 673(SC)] in para 6 whereof it has been held that:—

“Law does not prescribe any time limit for the appropriate Government to exercise its power under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after lapse of about seven years of order dismissing the respondent from service. At the time reference was made no industrial dispute existed or could be even said to have been apprehended. A dispute which is stale could not be the subject matter of reference under Section 10 of the Act. As to when a dispute can be said to be stale would depend on the facts and circumstances of each case. When the matter has become final, it appears to us to be rather incongruous that the reference be made under

Section 10 of the Act in the circumstances like the present one. In fact it could be said that there was no dispute pending at the time when the reference in question was made. The only ground advanced by the respondent was that two other employees who were dismissed from service were reinstated. Under what circumstances they were dismissed and subsequently reinstated is nowhere mentioned. Demand raised by the respondent for raising industrial dispute was ex-facie bad and incompetent.

15. The argument of the learned representative for the workman that the delay in making reference or the delay in moving conciliation proceeding is wholly irrelevant and once the delay of filing conciliation application before the Assistant Labour Commissioner is condoned by the officer concerned the Tribunal would not adjudicate the question of delay. The argument is misconceived and not sound. The rulings cited by the representative for the workman—2000, 1 U.P.L.B.E.C. 798-Gurmail Singh vs. Principal Government College of Education and other is not applicable in the facts and circumstances of the case. On the other hand the argument of the learned representative for the employer is just and sound that the claim for adjudication of reference is highly belated and has become stale deserves to be rejected on the ground of delay and laches also.

16. In view of the discussions and observations made by the Appex Court, the issue No. (i) is decided against the workman and in favour of employers.

17. Now I shall take up issue No. (ii) and (iii) framed on 17-10-2000 together. The learned representative for the workman argued that the workman was appointed on the post of Messenger by the opposite party no. 1 on 1-4-87 and the opposite party no. 1 has orally terminated the services of the concerned workman w.e.f. 1-2-90 without any reason and justification. The learned representative for the employer stressed that the workman was appointed as Canteen boy by Local Implementation Committee. The Bank does not employ the Canteen workers. The bank does not supervise or control the work or the details regarding the Canteen or its workers engaged by the L.I.C. The recruitments in banks are made as per statutory rules framed by it and holding test/interviews. The persons hired by the L.I.C. for serving at the Canteens run by the LIC are not recruited by the Bank and the service rules of the bank does not apply to such persons. The workman has led negative evidence before the Tribunal regarding his appointment as Canteen boy by the L.I.C. and has not discharged the burden. The learned representative for the employer cited A.I.R. 2000 S.C. 1518 between State Bank of India and others v. State Bank of India Canteen Employees' Union (Bengal Circle) and others. The Hon'ble Supreme Court in the aforesaid case held as under:—

"We, therefore, hold that employees of the Canteens which are run at various branches by the Local Implementation Committees as per the welfare scheme framed by the S.B.I. would not become employees of the Bank as

the Bank is not having any statutory or contractual obligation or obligation arising under the Award to run such Canteens."

18. Sri Om Prakash Lakhani, E.W.1 who appeared on behalf of the Bank corroborated the averments made in the written statement of employers by his oral evidence before the Tribunal. After detailed cross-examination nothing has come out to disbelieve him on any point. The deposition of W.W. 1 is far from truth. He has led negative evidence which is not sufficient to establish his case. Heavy burden lay on the workman to prove his case which he failed to discharge.

19. In view of the legal position declared by the Hon'able Supreme Court in the decision of A.I.R. 2000 SC 1518, the issue Nos. (ii) and (iii) are decided against the workman and in favour of employers.

20. From the evidence on record, pleadings of the parties and after hearing learned representative for the parties, I have no hesitation in holding that the reference made by the Central Government is ex-facie bad and incompetent being highly belated and has become stale deserves to be rejected on the ground of delay and laches also.

In view of the facts and circumstances above, the reference is decided against the workman.

Parties to bear cost.

V. P. GOEL, Presiding Officer

6-1-2001

नई दिल्ली, 08 फरवरी, 2001

का.आ. 407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिटी बैंक के प्रबंधन के संबंध विवादों और उनके कर्म-कारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई-दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-02-2001 को प्राप्त हुआ था।

[सं. एल-12012/88/91-आई आर (बी-3)/(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th February, 2001

S.O. 407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Citi Bank and their workman, which was received by the Central Government on 7-2-2001.

[No. L-12012/88/91-IR(B-3)|(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI K. S. SRIVASTAV, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, NEW DELHI

I.D. No. 40/91

In the matter of dispute between:

Shri C. P. Kapoor s/o of Shri Suraj Prakash
Kapoor r/o 6/111 Subash Nagar, New Delhi.

Versus

Manager,
Citi Bank,
Jiwan Bharti Building,
Connaught Place,
New Delhi-110001.

APPEARANCES :

Sri Ramesh Kadam—for the workman.
Shri Dinesh Agnani—for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/88/91-I.R. (B-3) dated 25-3-91 has referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the action of the management of Citi Bank, New Delhi in not giving the H.R.A. CCA and special allowance to Shri C. P. Kapoor in conformity with the settlement was justified? If not to what relief the workman is entitled to?”

2. The statement of claim written statement and rejoinder filed by the parties in the case were earlier exchanged between them. On the basis of the statement given on behalf of the parties for not adducing evidence in the case vide order dated 21-7-92 case was fixed for arguments but it could not be concluded.

3. Now the management has filed this application praying that a no dispute award be given in the case. It is stated by the management that a settlement between the management and the workman namely C. P. Kapoor has arrived at relating to the all claims of the workman and a statement has also been given in Civil Writ petition No. 2145/92 and civil misc. petition No. 10360/99 jointly by the parties about the settlement and about the decision of the said writ petition on the basis of settlement so arrived. It is also stated by the management that Shri C. P. Kapoor had given an undertaking as per settlement to withdraw all the cases pending in the Tribunal. The Management has annexed the photo copy of the settlement as Annexure P-I of the application.

4. Management has also filed photo copies of the orders of the Hon'ble High Court passed in the aforesaid writ petition and Civil Misc. Petition No. 2145/92 and Rs. 10360/99 respectively.

5. The workman though had on the earlier occasion filed a objection against the managements application but at later stage vide endorsement made on the application he has no objection for a no dispute award to be given in the case.

6. In view of the matter on the facts given above a No dispute award is given accordingly in the case.

K. S. SRIVASTAV, Presiding Officer

नई दिल्ली, 13 फरवरी, 2001

का.मा. 408.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मार्च, 2001 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धाराएं 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) और अध्याय-5 और 6 (धारा-76 की उपधारा (i) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबन्ध हरियाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“नगरपालिका जगाधरी की बढ़ी हुई सीमा के अन्तर्गत आने वाले वह सभी क्षेत्र जो हरियाणा राज्य सरकार द्वारा समय-समय पर अधिसूचित किए गए हैं, उप क्षेत्रों सहित जो पहले से ही व्याप्ति में है।

[सं.एस- 38013/2/2001- एस. एस.-I]

एल. एच. रुन्गुल, अव्वर सचिव

New Delhi, the 13th February, 2001

S.O. 408.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2001 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Haryana namely :—

“The areas falling in the extended Municipal limits of Jagadhary, as notified by the Government of Haryana from time to time in addition to the areas already covered.”

[No. S-38013/2/2001-SS.I]

L. H. RUOLNGUL Under Secy

नई दिल्ली, 15 फरवरी, 2001

का.मा. 409.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत के राजपत्र असाधारण

भाग-II खंड 3 (ii) दिनांक 11 जनवरी, 2000 में प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना सं. का. प्रा. 32(प्र.) दिनांक 4 जनवरी, 2000 में निम्नलिखित संशोधन करती है,;

उक्त अधिसूचना में "इस प्रयोजन हेतु केन्द्रीय सरकार द्वारा मान्यता प्रदत्त नियोजक संगठनों के परामर्श से धारा 4 के खंड (च) के अंतर्गत केन्द्रीय सरकार द्वारा नियुक्त शीपक के नीचे क्रम संख्या 31 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात् :—

"डा. (श्रीमती मालती जे. बाड,
कार्यकारी निदेशक
वडोदरा नियोजक संगठन,
फेडरेशन बिल्डिंग आर. सी. दत्त मार्ग
वडोदा-390005

[सं. यू.-16012/1/98 एस. एस. -I]

एल. एच. रुनगुल, अव्वर सचिव

New Delhi, the 15th February, 2001

S.O. 409.—In exercise of the powers conferred by Section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour No. S.O. 32(E), dated the 4th January, 2000 published in the Gazette of India, Extraordinary Part II, Section 3(ii) dated the 11th January, 2000;

In the said notification under the heading "Appointed by the Central Government under clause (f) of Section (4) in consultation with the organizations of employers recognized by the Central Government for the purpose" against Serial No. 31, the following entries shall be substituted, namely :—

"Dr. (Mrs.) Malti J. Baad,
Executive Director,
Vadodara Employers' Organisation,
Federation Building, R. C. Dutt Road,
Baroda-390005.

[No. U-16012/1/98-SSI]

L. H. RUOLNGUL, Under Secy.